STATUTORY INSTRUMENTS

2025 No. 452

INFRASTRUCTURE PLANNING

The Cambridge Waste Water Treatment Plant Relocation Order 2025

Made - - - -	*2nd April 2025*
Coming into force - -	*23rd April 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 in accordance with Chapter 4 of Part 6 of the 2008 Act and the Infrastructure Planning (Examination Procedure) Rules 2010(**c**) by a panel of 3 members ("the

(**a**) 2008 c. 29. Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c. 20). Section 37 was amended by sections 128(2) and 137 of, and paragraphs 1 and 5 of Part 1 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.

Panel") appointed by the Secretary of State in accordance with Chapter 2 of Part 6 of the 2008 Act.

The Panel, having examined the application with the documents that accompanied the application, and the representations made and not withdrawn, has, in accordance with section 74(2) of the 2008 Act, made a report and recommendation to the Secretary of State.

The Secretary of State, having considered the representations made and not withdrawn and the report of the Panel, has decided to make an Order granting development consent for the development described in the application with modifications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 change to the proposals comprised in the application.

The Secretary of State in exercise of the powers conferred by sections 114(**a**), 115(**b**), 117(**c**), 120(**d**), 122(**e**) and 123(**f**) of, and paragraphs 1 to 4, 8, 10 to 15, 17, 20, 22, 23, 26, 33 to 37 of Part 1 of Schedule 5(**g**) to, the 2008 Act, makes the following Order—

PART 1

PRELIMINARY

Citation and Commencement

1. This Order may be cited as the Cambridge Waste Water Treatment Plant Relocation Order 2025 and comes into force 21 days after the day on which it is made.

Interpretation

2.—(1) In this Order—

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

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

"the 1980 Act" means the Highways Act 1980(**j**);

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

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

"the 1989 Act" means the Electricity Act 1989(**m**);

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

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

(**a**) Section 114 was amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20).
(**b**) Section 115 was amended by paragraph 56 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011 (c. 20), section 160 of the Housing and Planning Act 2016 (c. 22) and section 43 of the Wales Act 2017 (c. 4).
(**c**) Section 117 was amended by paragraph 58 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011 (c. 20).
(**d**) Section 120 was amended by section 140 and paragraph 60 of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20).
(**e**) Section 122 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20).
(**f**) Section 123 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20).
(**g**) Part 1 of Schedule 5 was amended by paragraph 4 of Part 1 of Schedule 8 and Part 2 of Schedule 22 to the Marine and Coastal Access Act 2009 (c. 23), paragraph 71 of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20) and paragraph 76 of Part 3 of Schedule 6 to the Wales Act 2017 (c. 4).
(**h**) 1961 c. 33.
(**i**) 1965 c. 56.
(**j**) 1980 c. 66.
(**k**) 1981 c. 66.
(**l**) 1984 c. 27.
(**m**) 1989 c. 29.
(**n**) 1990 c. 8.
(**o**) 1991 c. 22.

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

"access and traffic regulation order plans" means the plans of that description referred to in Schedule 18 (certification of plans and documents) and certified as the access and traffic regulation order plans by the Secretary of State for the purposes of this Order;

"Anglian Water Services Limited" means Anglian Water Services Limited (company registration number 02366656) as the statutory sewerage undertaker licensed under the Water Industry Act 1991(**b**) and statutory successors or any successor under a special administration order or otherwise;

"appeal documentation" means a copy of the application submitted to the discharging authority and any supporting documentation which the undertaker may wish to provide;

"appeal parties" means the discharging authority, the undertaker, and (where relevant) a requirement consultee;

"authorised development" means the 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 and any works carried out under the requirements;

"book of reference" means the document of that description referred to in Schedule 18 and certified by the Secretary of State as the book of reference for the purposes of this Order;

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

"business day" means a day other than a Saturday or Sunday or public holiday in England;

"carriageway" has the same meaning as in the 1980 Act;

"chief officer of police" means the chief constable of Cambridgeshire Police Force or any successor in function;

"CHP" means combined heat and power;

"commence" means to carry out a material operation (as defined in section 155 (when development begins) of the 2008 Act) as part of the authorised development and "commencement" shall be construed accordingly;

"completion of construction" means completion of the construction of the authorised development so that the same is complete and has been commissioned pursuant to the relevant construction contract or contracts;

"compulsory acquisition notice" means a notice served in accordance with section 134(**c**) (notice of authorisation of compulsory acquisition) of the 2008 Act;

"CWRP Relocation Limited" means CWRP Relocation Limited (company registration number 12219644);

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

"discharging authority" means the body responsible for giving any consent, agreement or approval required by a requirement included in Part 1 of Schedule 2 (requirements) to this Order or protective provision set out in Schedule 15 (protective provisions) to this Order;

"environmental statement" means the document of that description referred to in Schedule 18 and certified by the Secretary of State for the purposes of this Order;

(**a**) 2008 c. 29.
(**b**) 1991 c. 56.
(**c**) Section 134 was amended by section 142 of and Part 21 of Schedule 25 to the Localism Act 2011 (c. 20) and S.I. 2017/16.
(**d**) Section 329(1) was amended by paragraph 21 of Schedule 3 to the Road Traffic (Consequential Provisions) Act 1988 (c. 54) and section 1 of the Cycle Tracks Act 1984 (c. 38). There are other amendments to section 329 which are not relevant to this Order.

"hedgerow regulations and tree preservation plans" means the plans of that description referred to in Schedule 18 and certified as the hedgerow regulations and tree preservation plans by the Secretary of State for the purposes of this Order;

"HGV" means any vehicle with an operational weight capable of exceeding 7.5 tonnes;

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

"highways plans" means the plans referred to as design plans – highways in Schedule 18 and certified as the design plans - highways by the Secretary of State for the purposes of this Order;

"highway works" means the works comprised in Work No. 1 and that part of Work No. 2 as shown with an orange line on the design plan – highways (document number 4.11.6 as described in column (2) of Schedule 18);

"land plans" means the plans of that description referred to in Schedule 18 and certified as the land plans by the Secretary of State for the purposes of this Order;

"lead local flood authority" means Cambridgeshire County Council or any successor in function as lead local flood authority or equivalent body;

"LERMP" means the landscape, ecological and recreational management plan referred to in Schedule 18 and certified as the landscape, ecological and recreational management plan by the Secretary of State for the purposes of this Order;

"levels" means the levels shown on the sections;

"LGV" means any vehicle with an operational weight not capable of exceeding 7.5 tonnes;

"limits of deviation" means the limits of deviation shown on the works plans;

"maintain" includes inspect, repair, adjust, alter, remove, clear, refurbish, reconstruct, re-lay, demolish, replace or improve the authorised development including undertaking any associated earthworks or drainage works and maintenance under the LERMP, unless that activity would result in a significant environmental effect not assessed in the environmental statement and any derivative of "maintain" is to be construed accordingly;

"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 (meaning of "subsidiary" etc) of the Companies Act 2006(**a**)), 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;

"Order land" means the land which is within the Order limits shown on the land plans and is described in the book of reference;

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

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

"relevant highway authority" means in any provision of this Order the highway authority for any area of land to which that provision relates;

"relevant planning authority" means the waste planning authority from time to time for the area within which the relevant part of the authorised development is to be constructed, used or maintained, or power under this Order is to be exercised;

(**a**) 2006 c. 46.

(**b**) 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.

"relevant navigation authority" means the Conservators of the River Cam, known as the Cam Conservancy, or any successor in function as navigation authority;

"relevant street authority" means in any provision of this Order the street authority for any area of land to which that provision relates;

"relevant traffic authority" means in any provision of this Order the traffic authority for any area of land to which that provision relates;

"requirements" means those matters set out in Part 1 of Schedule 2;

"requirement consultee" means any body named in a requirement which is the subject of an appeal as a body to be consulted by the discharging authority in discharging that requirement;

"rights of way plans" means the plans of that description referred to in Schedule 18 and certified as the rights of way plans by the Secretary of State for the purposes of this Order;

"river Cam" means the parts of the river Cam from Bottisham Lock to the Mill Pond in Cambridge;

"the Secretary of State" means the Secretary of State for Environment, Food and Rural Affairs (or their successor);

"the sections" means the sections shown on the sections plans;

"sections plans" means plans referred to as—

(a) design plans – sewer tunnel and longitudinal section;

(b) design plans – outfall & effluent storm pipeline plans – final effluent longitudinal section;

(c) design plans – outfall & effluent storm pipeline plans – storm pipeline longitudinal section;

(d) design plans – outfall cross sections;

(e) design plans – outfall river frontage; and

(f) design plans – Waterbeach pipeline long sections,

in Schedule 18 and certified as the sections by the Secretary of State for the purposes of this Order;

"statutory undertaker" means any person falling within section 127(8) (statutory undertakers' land) of the 2008 Act;

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

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

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

"tree preservation order" has the same meaning given in section 198(**c**) (power to make tree preservation orders) of the 1990 Act;

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

"undertaker" means the person who has the benefit of this Order in accordance with article 7 (benefit of Order) and or 8 (transfer of benefit of Order) of this Order;

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

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

(**b**) Section 121A was inserted by paragraph 70 of Schedule 8 to the New Roads and Street Works Act 1991 (c. 22) and amended by paragraph 95(2) to (3) of Schedule 1 to the Infrastructure Act 2015 (c. 7). There are other amendments to section 121A which are not relevant to this Order.

(**c**) There are amendments to section 198 which are not relevant to this Order.

"works plans" means the plans of that description referred to in Schedule 18 and certified as the works plans by the Secretary of State for the purposes of this Order.

(2) References in this Order to rights over land and rivers include references to rights to do or restrain or to place and maintain, anything in, on or under land, the river or in the air-space above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over the land and rivers which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or which is an interest otherwise comprised in the Order land. Rights acquired or restrictive covenants imposed under this Order may be exercised or enforced as the case may be by the undertaker, or such other statutory undertaker or person for whose benefit the right or restrictive covenant is acquired, by its successors in title, assigns, lessees and by those deriving title from them and all persons authorised by any of these.

(3) All distances, directions, capacities and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised development shall be taken to be measured along that work. Internal diameters for tunnels and shafts are the approximate internal dimensions after the construction of a tunnel lining. Unless otherwise stated in Schedule 1 (authorised development) or Schedule 14 (parameters), depths are specified to invert level and are measured from the proposed final ground level.

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

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

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

(7) References in this Order to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(8) The expression "includes" is to be construed without limitation unless the contrary intention appears.

PART 2

PRINCIPAL POWERS

Development consent etc granted by the Order

3. Subject to the provisions of this Order and to the requirements set out in Schedule 2 the undertaker is granted development consent for the authorised development to be carried out within the Order limits.

Authorisation of use

4. Subject to the provisions of this Order and to the requirements the undertaker may operate and use the authorised development for the purposes for which it was designed and for any purposes ancillary to those purposes.

Maintenance of authorised development

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

(2) Paragraph (1) does not apply to the highway works the maintenance of which is governed by article 15 (maintenance of highway works) and Parts 5 and 6 of Schedule 15 (protective provisions).

Limits of deviation

6. Subject to Part 1 of Schedule 2 (requirements) and Schedule 14 (parameters), in constructing or maintaining the authorised development the undertaker may—

(a) in respect of Work Nos. 4, 6 and 16, deviate laterally to any extent from the lines, situations or positioning shown or indicated on the works plans for those works to the extent of the limits of deviation for those works;

(b) in respect of any other work shown on the works plans within the inner boundary of Work No. 15, and subject to the extent of the limits of deviation for those works shown on the works plans, deviate laterally by 50 metres in any direction from the lines, situations or positioning of those works shown or indicated on the works plans;

(c) in respect of Work No. 27 deviate vertically not exceeding 2 metres upwards or downwards from the levels shown on the design plans – sewer tunnel and longitudinal section;

(d) in respect of Work Nos. 31, 33 and 35 deviate vertically from the levels of those parts of the authorised development shown on the relevant sections to any extent—

(i) not exceeding 2 metres upwards but not less than 1 metre below finished ground level excluding air valves, chambers and manholes which will be at finished ground level; or

(ii) downwards as may be found to be necessary or convenient;

(e) in respect of Work No. 36 outside of the boundary of the existing Cambridge waste water treatment works deviate vertically from the levels of that part of the authorised development shown on the relevant sections to any extent—

(i) not exceeding 2 metres upwards but not less than 1 metre below finished ground level excluding air valves, chambers and manholes which will be at finished ground level; or

(ii) downwards as may be found to be necessary or convenient;

(f) in respect of Work No. 36 inside of the boundary of the existing Cambridge waste water treatment works deviate vertically from the levels of that part of the authorised development shown on the relevant sections to any extent—

(i) not exceeding 2 metres upwards; or

(ii) downwards as may be found to be necessary or convenient; and

(g) in respect of Work No. 32 deviate vertically from the levels shown on the relevant sections to any extent—

(i) not exceeding 0.5 metres upwards; or

(ii) downwards as may be found to be necessary or convenient.

Benefit of Order

7.—(1) Subject to article 8 (transfer of benefit of Order), the provisions of this Order have effect solely for the benefit of Anglian Water Services Limited (save where the context requires otherwise) and any successor in statutory function or otherwise.

(2) Paragraph (1) does not apply to the works for which 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.

Transfer of benefit of Order

8.—(1) The undertaker may transfer to CWRP Relocation Limited any or all of the benefit of the provisions of this Order (save for the powers of compulsory acquisition in articles 26 (compulsory acquisition of land), 28 (compulsory acquisition of rights and imposition of restrictive covenants), 29 (acquisition of subsoil only), 30 (acquisition of land limited to subsoil

lying more than 7 metres beneath surface)) and such related rights for such period as may be necessary for the construction, operation, use or maintenance of the authorised development as may be agreed between the undertaker and CWRP Relocation Limited.

(2) Notwithstanding any transfer under paragraph (1) the undertaker may with the consent of the Secretary of State—

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

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

(3) Where a transfer has been made or a lease has been granted in accordance with paragraph (1) or (2) references in this Order to the undertaker, except in paragraph (1), include references to CWRP Relocation Limited or the transferee or lessee.

(4) The exercise by a person of any benefits or rights conferred in accordance with any transfer under paragraph (1) or (2) shall—

(a) be subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by Anglian Water Services Limited; and

(b) not prevent Anglian Water Services Limited benefitting from those provisions of this Order notwithstanding that those provisions may also benefit CWRP Relocation Limited, the transferee or lessee.

(5) The undertaker must—

(a) consult the Secretary of State before making an application for consent under paragraph (2) of this article by giving notice in writing of the proposed application; and

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

(6) A notice under paragraph (5) must—

(a) state—

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

(ii) subject to paragraph (7), the date on which the transfer will take effect;

(iii) the provisions to be transferred or granted;

(iv) the restrictions, liabilities and obligations that, in accordance with paragraph (4)(a), apply to the person exercising the powers transferred or granted; and

(v) where the provisions to be transferred or granted include any or all of the benefit of the powers of compulsory acquisition in articles 26, 28, 29 or 30 confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land; and

(b) be accompanied by—

(i) where relevant, a plan showing the works or areas to which the transfer or grant relates; and

(ii) a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.

(7) The date specified under paragraph (6)(a)(ii) in respect of a notice served in respect of paragraph 5(b) must not be earlier than the expiry of 14 days from the date of the receipt of the notice.

(8) The notice given under paragraph 5(b) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

Defence to proceedings in respect of statutory nuisance

9.—(1) Where proceedings are brought under section 82(1) (summary proceedings by person aggrieved by statutory nuisance) of the Environmental Protection Act 1990(**a**) in relation to a nuisance falling within sub-paragraphs (d), (fa)(**b**), (fb)(**c**), (g) and (ga)(**d**) of Section 79(1) (statutory nuisances and inspections therefor) of that Act no order is to be made, and no fine may be imposed, under section 82(2)(**e**) of that Act if the defendant shows that the nuisance—

(a) relates to premises used by the undertaker for the purposes of or in connection with the construction, or maintenance of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with 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(**f**); or

(b) is a consequence of complying with a requirement of this Order and that it cannot reasonably be avoided; or

(c) is a consequence of the construction of the authorised development before completion of construction and that it cannot reasonably be avoided; or

(d) relates to premises used by the undertaker for the purposes of or in connection with the maintenance, operation or use of the authorised development and that the nuisance is attributable to the maintenance, operation or use of the authorised development which is being maintained, operated or used in compliance with a requirement of this Order and that it cannot reasonably be avoided.

PART 3

STREETS

Street works

10.—(1) The undertaker may, for the purposes of carrying out the authorised development, enter on so much of any of the streets specified in Schedule 3 (streets subject to street works) 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, footway or cycle track;

(c) place and keep apparatus, in or on the street;

(d) remove, maintain, renew or change the position of apparatus, in, on or under the street;

(e) install, demolish, remove, replace, improve and relocate any bus shelter and associated bus stop infrastructure;

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

(g) carry out re-lining and placement of new temporary markings; and

(h) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (g) above.

(**a**) 1990 c. 43. There are amendments to section 82(1) which are not relevant to this Order.
(**b**) Section 79(1)(fa) was amended by section 101 of the Clean Neighbourhoods and Environment Act 2005 (c. 16).
(**c**) Section 79(1)(fb) was amended by section 102 of the Clean Neighbourhoods and Environment Act 2005 (c. 16).
(**d**) Section 79(1)(ga) was inserted by section 2 of the Noise and Statutory Nuisance Act 1993 (c. 40).
(**e**) Section 82(2) was amended by section 5 of the Noise and Statutory Nuisance Act 1993 (c. 40). There are other amendments to section 82(2) which are not relevant to this Order.
(**f**) 1974 c. 40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), Schedule 24 to the Environment Act 1995 (c. 25), and paragraph 15(3) of Schedule 15 to the Environmental Protection Act 1990 (c. 43). There are other amendments to section 61 which are not relevant to this Order.

(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 and is subject to the provisions of Parts 5 and 6 of Schedule 15 (protective provisions).

(3) The provisions of sections 54 (advance notice of certain works) to 106 (index of defined expressions) of the 1991 Act(**a**) apply to any street works carried out under paragraph (1).

(4) In Part 3 (street works in England and Wales) of the 1991 Act, provisions relating to major highway works which refer to the highway authority concerned shall, in relation to works which are major highway works, be construed as references to the undertaker.

(5) In this article "apparatus" has the same meaning as in Part 3 of the 1991 Act.

Power to alter layout, etc, of streets

11.—(1) The undertaker may, for the purposes of carrying out the authorised development, alter the layout of each of the streets specified in column (2) of Schedule 4 (streets subject to alteration of layout) in the manner specified in relation to that street in column (3).

(2) Without prejudice to the specific powers conferred by paragraph (1) but subject to paragraph (3), the undertaker may, for the purposes of either constructing, operating, using and maintaining the authorised development, alter the layout of any street and, without limiting the scope of this paragraph, the undertaker may—

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

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

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

(d) execute any works to widen or alter the alignment of pavements;

(e) execute any works of surfacing or re-surfacing of the highway;

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

(g) execute any works necessary to alter existing facilities for the management and protection of pedestrians, equestrians or cyclists; and

(h) make and maintain crossovers and passing places.

(3) The powers conferred by paragraph (1) and (2) must not be exercised without the consent of the relevant highway authority but such consent must not be unreasonably withheld and if the relevant highway authority has received an application for consent to exercise powers under paragraph (1) or (2) accompanied by all relevant information and fails to notify the undertaker of its decision before the end of the period of 42 days beginning with the date on which the application is submitted with all relevant information, it is deemed to have granted consent.

(4) An application made under paragraph (1) or (2) must include a statement that the provisions of paragraph (3) apply to that application.

Temporary stopping up of streets

12.—(1) Subject to paragraph (4), the undertaker may, during and for the purposes of carrying out the authorised development, temporarily stop up, alter or divert any street and may for any reasonable time—

(a) divert the traffic or a class of traffic from the street; and

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

(**a**) Sections 54 to 106 were amended by Schedule 7 to the Road Traffic Act 1991 (c. 40), Schedule 1 to the Water Consolidation (Consequential Provisions) Act 1991 (c. 60), sections 255 and 256 of the Transport Act 2000 (c. 38), sections 40 to 59 of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18), Schedule 3 to the Flood and Water Management Act 2010 (c. 29), and S.I. 2007/1951. There are other amendments to sections 54 to 106 which are not relevant to this Order.

(2) Without limiting paragraph (1), the undertaker may use any street temporarily stopped up under the powers conferred by this article within the Order limits—

(a) as a temporary working site;

(b) to construct the authorised development; and

(c) for access.

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

(4) The undertaker must not temporarily stop up, alter or divert or use as a temporary working site any street referred to in paragraph (1) without the consent of the relevant street authority, which may attach reasonable conditions to the consent and the undertaker must with the request for consent from the street authority notify the street authority of the provisions of paragraph (5).

(5) If a relevant street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (4) that street authority is deemed to have granted consent.

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

(7) Any person who suffers loss by the suspension of any public 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.

Public rights of way – creation, temporary stopping up and diversion

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

(a) temporarily stop up each of the public rights of way specified in column (2) of Part 1 of Schedule 6 (public rights of way to be temporarily stopped up for which a substitute is to be provided) and provide the temporary substitute public right of way described in column (3) of Part 1 of that Schedule between the specified terminus points at the stage of the authorised development identified in column (4) of that Part of that Schedule; and

(b) temporarily stop up any other public rights of way to the extent agreed with the relevant highway authority and provide temporary substitute public rights of way on an alignment to be agreed with the relevant highway authority prior to the temporary stopping up of the public right of way concerned.

(2) The public right of way specified in column (2) of Part 1 of Schedule 6 may not be wholly or partly stopped up under this article unless the temporary substitute public right of way referred to in column (3) in that Part of Schedule 6 or an alternative temporary substitute public right of way agreed by the local highway authority has first been provided by the undertaker.

(3) Any temporary substitute right of way must be maintained by the undertaker with appropriate signage until the substitute right of way is no longer required.

(4) The undertaker must in connection with the carrying out of the authorised development provide the new public right of way specified in column (2) of Part 2 of Schedule 6 (new public right of way to be created) to the extent specified in column (3) of that Part of that Schedule at the stage of the authorised development in column (4) of that Part of that Schedule.

(5) The undertaker must provide written notice to the relevant highway authority of any stopping up. Stopping up must not be effected earlier than the expiry of 14 days from the date of the receipt of the notice by the relevant highway authority.

Access to works

14.—(1) The undertaker may, for the purposes of carrying out and maintaining the authorised development—

(a) form and lay out means of access, or improve or maintain an existing means of access, in the locations specified in column (2) of Schedule 7 (access to works) for the purposes specified in column (3) of Schedule 7;

(b) with the approval of the relevant planning authority after consultation with the relevant highway authority, form and lay out such other means of access or improve or maintain any existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development; and

(c) the undertaker must with the request for approval from the relevant planning authority notify the relevant planning authority of the provisions of paragraph (2).

(2) If the relevant planning authority has received an application for approval under paragraph (1)(b) and fails to notify the undertaker of its decision before the end of the period of 28 days starting with the date on which the application was made, it is deemed to have granted consent.

(3) The relevant planning authority may attach any reasonable conditions to any approval given under paragraph (1)(b).

(4) Works to create a permanent access which—

(a) join a highway maintainable at the public expense; and

(b) which are specified in column (3) of Schedule 7 as being required for the purposes of operation and maintenance of the authorised development

must be completed in accordance with the provisions of Part 6 of Schedule 15 (protective provisions).

Maintenance of highway works

15.—(1) The highway works must be completed in accordance with the provisions of Parts 5 and 6 of Schedule 15 (protective provisions).

(2) With effect from the date of the final certificate referred to in paragraph 67 of Part 5 and paragraph 91 of Part 6 of Schedule 15 the highway works to which that certificate relates will be maintained by and at the expense of the relevant highway authority.

(3) Where new land not previously part of the public highway is the subject of a provisional certificate under paragraph 63 of Part 5 or a provisional certificate of completion under paragraph 88 of Part 6 of Schedule 15 then it is deemed to be dedicated as part of the public highway on the issue of that certificate.

(4) For the purposes of this article, the definition of "maintain" in article 2 (interpretation) does not apply and the word "maintain" is to be given its ordinary meaning when applied to highways.

Speed limits

16.—(1) During the period specified in column (4) of Part 1 of Schedule 8 (temporary speed limits) no person is to drive any motor vehicle at a speed exceeding the limit specified in column (2) of Part 1 of Schedule 8 along the lengths of highway specified in column (3) of Part 1 of that Schedule 8.

(2) Upon the event listed in column (4) of Part 2 of Schedule 8 (permanent speed limits) no person is to drive any motor vehicle at a speed exceeding 40 miles per hour on the length of highway identified in column (3) of Part 2 of Schedule 8.

(3) Without limiting the scope of the specific powers conferred by paragraph (1) but subject to the provisions of this article and the consent (such consent not to be unreasonably withheld) of the relevant traffic authority, which consent may be subject to reasonable conditions, the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with the construction, operation, use or maintenance of the authorised development, impose a temporary

speed limit either at all times or at times, on days or during such periods, and on such highways as may be specified by the undertaker and the undertaker must with the request for consent from the relevant traffic authority notify the relevant traffic authority of the provisions of paragraph (4).

(4) The undertaker must not exercise the powers in paragraph (3) unless it has given not less than 28 days' notice in writing of its intention so to do to the chief officer of police and to the relevant traffic authority.

(5) The speed limits imposed by this Order are deemed to have been imposed by an order under the 1984 Act and—

(a) have the same effect; and

(b) may be varied by the relevant traffic authority in the same manner,

as any other speed limit imposed by an order under that Act.

(6) No speed limit imposed by this Order applies to vehicles falling within regulation 3(4) (regulations in relation to orders and notices under the 1984 Act) of the Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011(**a**) when used in accordance with regulation 3(5) of those Regulations.

Traffic regulation

17.—(1) Subject to the provisions of this article, the undertaker may at any time for the purposes of the construction of the authorised development temporarily regulate traffic further to Part 1 of Schedule 9 (traffic regulation) in the manner specified in column (3) on those roads specified in column (1) and along the lengths and between the points specified, or to the extent otherwise described in column (2) of that Schedule.

(2) Without limiting the scope of the specific powers conferred by paragraph (1) but subject to the provisions of this article and the consent (such consent not to be unreasonably withheld) of the relevant traffic authority in whose area the road concerned is situated, which consent may be subject to reasonable conditions, the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with the construction, operation, use or maintenance of the authorised development—

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

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

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

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

(e) permit or prohibit vehicular access to any road,

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

(3) The undertaker must not exercise the powers in paragraphs (1) and (2) unless it has—

(a) given not less than 28 days' notice in writing of its intention so to do to the chief officer of police and to the relevant traffic authority in whose area the road is situated; and

(b) advertised its intention in such manner as the relevant traffic authority may specify in writing within 7 days of the relevant traffic authority's receipt of notice of the undertaker's intention under sub-paragraph (a).

(4) Any prohibition, restriction or other provision made by the undertaker under paragraph (1) or (2) shall—

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

(**a**) S.I. 2011/935.

(i) the relevant 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(**a**) (power of local authorities to provide parking places) of the 1984 Act; and

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

(5) Any prohibition, restriction or other provision made under this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraph (2) at any time.

(6) Before complying with the provisions of paragraph (3) the undertaker must consult the chief officer of police and the relevant traffic authority in whose area the road is situated.

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

(8) If the relevant traffic authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (2) that traffic authority is deemed to have granted consent save that the undertaker must with the request for consent from the relevant traffic authority notify the relevant traffic authority of the provisions of this paragraph.

(9) No person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle to proceed in the manner specified in column (2) of Part 2 of Schedule 9 (prohibited movements) after the event specified in column (3) of Part 4 of Schedule 9.

Agreements with highway authorities

18.—(1) A relevant highway authority and the undertaker may enter into agreements in relation to the authorised development with respect to—

(a) the construction or maintenance of any new highway including any structure carrying the highway whether or not over or under any part of the authorised development;

(b) the strengthening, improvement, repair or reconstruction of any highway under the powers conferred by this Order;

(c) the maintenance of landscaping within a highway constructed;

(d) the maintenance of highway related assets which fall outside of the extent of highways maintained by a relevant highway authority;

(e) the carrying out in the street of any of the works referred to in article 10(1) (street works) or their maintenance;

(f) the alteration of any street further to article 11(1) or (2) (power to alter layout, etc, of streets); or

(g) such other works as the parties may agree.

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

(a) make provision for the relevant highway authority to carry out any function under this Order which relates to the street in question;

(b) include an agreement between the undertaker and relevant highway authority specifying a reasonable time for completion of the works;

(c) provide for the dedication of any new street as public highway further to section 38(**c**) of the 1980 Act;

(**a**) Section 32 was amended by Schedule 17 to the Local Government Act 1985 (c. 51). There are other amendments to section 32 which are not relevant to this Order.

(**b**) 2004 c. 18. Schedule 7 was amended by S.I. 2018/488 and S.I. 2022/71. There are other amendments to Schedule 7 which are not relevant to this Order.

(**c**) Section 38 was amended by Schedule 17 to the Local Government Act 1985 (c. 51), section 22 of the New Roads and Street Works Act 1991 (c. 22) and paragraph 19 of Schedule 1 to the Infrastructure Act 2015 (c. 7).

(d) contain such terms as to payment as the parties consider appropriate; and

(e) contain such other terms as the parties may agree between them.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

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

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

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

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

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

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

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

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

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

(8) In this article—

(a) "public sewer or drain" means a sewer or drain which belongs to the Environment Agency, an internal drainage board, a local authority or a sewerage undertaker; and

(b) other expressions excluding watercourse, which are used both in this article and in the Environmental Permitting (England and Wales) Regulations 2016 have the same meaning as in those Regulations.

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

(**a**) Section 106 was amended by sections 35(8) and 43(2) of the Competition and Service (Utilities) Act 1992 (c. 43), sections 36(2) and 99 of the Water Act 2003 (c. 37) and section 49 of 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.

Protective works to buildings and structures

20.—(1) Subject to the provisions of this article, the undertaker may at its own expense carry out such protective works to any building or structure which may be affected by the authorised development which 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 or structure 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 or structure at any time up to the end of the period of five years beginning with the day on which that part of the authorised development first becomes operational.

(3) For the purpose of determining how the powers under this article are to be exercised, the undertaker may (subject to paragraph (5) and (6)) enter and survey—

(a) any building or structure to which the power applies and any land within its curtilage; and

(b) where reasonably necessary, any land which is adjacent to the building or structure.

(4) For the purpose of carrying out the protective works under this article to a building or structure 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 or structure 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 or structure;

(b) a right under paragraph (3)(a) to enter a building and land within the Order limits;

(c) a right under paragraph 3(b) to enter land;

(d) a right under paragraph (4)(a) to enter a building and land within the Order limits; or

(e) 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 structure or land not less than 14 days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a), (d) or (e), specifying the planned protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (d) or (e), the owner and or occupier of the building or land concerned may, by serving a counter-notice within the period of 14 days beginning with the day on which the notice was served, require the question as to whether the protective works proposed by the undertaker are necessary or expedient to be referred to arbitration under article 52 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any building, structure 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) Nothing in this article relieves the undertaker from any liability to pay compensation under section 152(3) (compensation in cases where no right to claim as nuisance) of the 2008 Act.

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

(10) Section 13(**a**) (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of land under this article to the same extent as it applies to the

(**a**) Section 13 was amended by section 139 of, paragraph 28 of Schedule 13 and part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

compulsory acquisition of land under this Order by virtue of section 125(**a**) (application of compulsory acquisition provisions) of the 2008 Act.

(11) In this article "protective works" in relation to a building or structure means those works the purpose of which is to prevent damage which may be caused to the building or structure which may include monitoring, underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused by the carrying out, maintenance or use of the authorised development.

Authority to survey and investigate the land

21.—(1) The undertaker may for the purposes of this Order enter on any land within the Order limits or which may be affected by the authorised development or land on which surveys and investigations are required for the monitoring of the authorised development and—

(a) survey, monitor or investigate the land;

(b) without limitation to the scope of sub-paragraph (a), survey, monitor and or investigate the land and any buildings or structures on that land for the purpose of investigating the potential effects of the authorised development on that land or buildings or structures on that land or for enabling the construction, operation, use and maintenance of the authorised development;

(c) without limitation to the scope of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and or subsoil and or to remove soil samples;

(d) without limitation to the scope of sub-paragraph (a), carry out ecological and or archaeological investigations or monitoring on such land; and

(e) place on, leave on and remove from the land apparatus for use in connection with the survey, monitoring and or investigation of land, the making of trial holes, and or the carrying out of ecological and or archaeological investigations.

(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 on entering the land, produce written evidence of their authority to do so; and

(b) may take with them such vehicles and equipment as are necessary to carry out the survey, investigation, monitoring, or to make the trial holes.

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

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

(b) in land forming a railway without the consent of Network Rail;

(c) in land held by or in right of the Crown without the consent of the Crown; or

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

but such consent must not be unreasonably withheld or delayed.

(5) If either a highway authority or a street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the application for consent under paragraph (4) that authority is deemed to have granted consent.

(6) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such

(**a**) Section 125 was amended by paragraph 17 of Schedule 16 to the Housing and Planning Act 2016 (c. 22).

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

Removal of human remains

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

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

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

(b) displaying a notice in a conspicuous place on or near the Order limits.

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

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

(5) Where a person has given notice under paragraph (4), and the remains in question can be identified, that person may cause such remains to be—

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

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

and that person must, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (10).

(6) If the undertaker is not satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question must be determined on the application of either party in a summary manner by a 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.

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

(8) If—

(a) within the period of 56 days referred to in paragraph (4) no notice under that paragraph has been given to the undertaker in respect of any remains in the Order limits;

(b) such notice is given and no application is made under paragraph (6) within 56 days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 56 days;

(c) within 56 days after any order is made by a county court under paragraph (6) any person, other than the undertaker, specified in the order fails to remove the remains; or

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

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(**a**) Section 13 was amended by section 139(4) 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).

(**b**) Section 125 was amended by paragraph 17 of Schedule 16 to the Housing and Planning Act 2016 (c. 22).

subject to paragraph (9) the undertaker must remove the remains and cause them to be re-interred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves 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.

(9) If the undertaker is satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.

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

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

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

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

(12) No notice is required under paragraph (2) 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 representatives of the deceased is likely to object to the remains being removed in accordance with this article.

(13) In this article references to a relative of the deceased are to a person who—

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

(b) is, or is a child of, a brother, sister, uncle or aunt of the deceased;

(c) is the lawful executor of the estate of the deceased; or

(d) is the lawful administrator of the estate of the deceased.

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

Felling or lopping of trees and removal of hedgerows

23.—(1) Save in respect of trees or shrubs which come within article 24 (trees subject to tree preservation orders), or article 25 (trees in conservation areas) the undertaker may fell or lop any tree or shrub near any part of the authorised development, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, operation, use or maintenance of the authorised development or any apparatus used in connection with the authorised development.

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

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

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

(a) remove those parts of the hedgerows as were within the Order limits and specified in Part 1 of Schedule 16 (removal of hedgerows); and

(b) remove those parts of the important hedgerows within the Order limits and specified in Part 2 of Schedule 16 (removal of important hedgerows).

(5) In this article "hedgerow" and "important hedgerow" have the same meaning as in the Hedgerows Regulations 1997.

Trees subject to tree preservation orders

24.—(1) The undertaker may fell or lop or cut back the roots of any tree or shrub within or overhanging land within the Order limits which is subject to a tree preservation order if it reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, operation, use or maintenance of the authorised development or any apparatus used in connection with 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

(b) the duty contained in section 206(1)(**a**) (replacement of trees) of the 1990 Act is not to apply.

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

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

Trees in conservation areas

25.—(1) The undertaker may fell or lop any tree or shrub which is situated within a conservation area (designated under section 69 (designation of conservation areas) of the Planning (Listed Buildings and Conservation Areas) Act 1990)(**b**), including those identified on the hedgerow regulations and tree preservation plans, or cut back its roots if it reasonably believes it to be necessary to do so to prevent the tree or shrub from obstructing or interfering with the construction, operation, use or maintenance of the authorised development or any apparatus used in connection with 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

(b) the duty contained in section 206(1)(**c**) (replacement of trees) of the 1990 Act is not to apply.

(3) The authority given by paragraph (1) constitutes an authorisation by an order granting development consent for the purposes of section 211(1A)(**d**) (preservation of trees in conservation areas) of the 1990 Act.

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

(**a**) Section 206 was amended by paragraph 11 of Schedule 8 to the Planning Act 2008 (c. 29).
(**b**) 1990 c. 9.
(**c**) Section 206 was amended by paragraph 11 of Schedule 8 to the Planning Act 2008 (c. 29).
(**d**) Section 211(1A) was inserted by paragraph 36(2) of Schedule 2 to the Planning Act 2008 (c. 29).

PART 5

ACQUISITION AND POSSESSION OF LAND

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, or is incidental to, it.

(2) This article is subject to article 27 (time limit for exercise of authority to acquire land compulsorily), paragraph (2) of article 28 (compulsory acquisition of rights and imposition of restrictive covenants), article 29 (acquisition of subsoil only), article 30 (acquisition of land limited to subsoil lying more than 7 metres beneath surface) and article 35 (temporary use of land for carrying out the authorised development).

(3) The power to compulsorily acquire land conferred under paragraph (1) does not apply to the Order land specified in paragraph (4).

(4) The land referred to in paragraph (3) is the land specified in columns (1) and (2) of the tables in sub paragraphs (a) and (b) below—

(a)

(1) Area	*(2) Number of land shown on land plan*
Cambridge City Council	005c

(b)

(1) Area	*(2) Number of land shown on land plan*
Cambridge City Council	001b, 001c, 013g, 018e, 019i
South Cambridgeshire District Council	013f, 015g, 017e, 018f, 018g, 018h, 019f, 019g, 019h, 019j, 019m, 020d, 022f, 022g, 022j, 022k, 023a, 024d, 025a, 025b, 027f, 028b, 034f, 034h, 040a, 041a, 045a, 047b, 048a, 049a, 065b, 067a, 073a

(5) The land specified in paragraph 4(a) is subject to the power conferred under article 31(3) (private rights).

(6) The land specified in paragraph 4(b) is subject to the power conferred under article 31(4).

Time limit for exercise of authority to acquire land compulsorily

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

(a) no notice to treat is to be served under Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act; and

(b) no declaration is to be executed under section 4(**a**) (execution of declaration) of the 1981 Act as applied by article 33 (application and modification of the 1981 Act).

(2) The authority conferred by article 35 (temporary use of land for carrying out the authorised development) ceases either at the end of the period referred to in paragraph (1) or at the end of the period as stated in article 35(4), whichever is the longer, save that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

(3) The applicable period for the purposes of section 4(**b**) (time limit for giving notice to treat) of the 1965 Act and section 5A(**a**) (time limit for general vesting declaration) of the 1981 Act (as

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

(**b**) Section 4 was amended by section 182(1) of the Housing and Planning Act 2016 (c. 22) and section 185(2) of the Levelling-up and Regeneration Act 2023 (c. 55).

modified by this Order) is the period of five years beginning on the day on which the Order is made.

Compulsory acquisition of rights and imposition of restrictive covenants

28.—(1) Subject to the provisions of this article, the undertaker may acquire compulsorily such rights or impose such restrictive covenants over 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 by acquiring rights and the benefit of restrictions already in existence.

(2) In the case of the Order land specified in column (1) of Schedule 10 (land in which only new rights etc may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of such restrictive covenants for the purpose specified in relation to that land in column (2) of that Schedule.

(3) 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 10 of Schedule 13 (modification of compensation and compulsory purchase enactments for creation of new rights and the imposition of restrictive covenants)), where the undertaker creates a new right or acquires an existing right over land or imposes a restrictive covenant under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 13 has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of a restrictive covenant.

(5) In any case where the acquisition of new rights or imposition of a restriction under paragraph (1) or (2) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

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

Acquisition of subsoil only

29.—(1) The undertaker may acquire compulsorily so much of, or rights in, or impose restrictive covenants over, the subsoil of the land referred to in paragraph (1) of article 26 (compulsory acquisition of land) or article 28 (compulsory acquisition of rights and imposition of restrictive covenants) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, or imposes restrictive covenants over, the subsoil of land under 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 only—

(a) Schedule 2A(**d**) (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act;

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

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(**a**) Section 5A was amended by section 182(2) of the Housing and Planning Act 2016 (c. 22) and section 185(3) of the Levelling-up and Regeneration Act 2023 (c. 55).
(**b**) Section 8 was amended by paragraph 2 of Schedule 17 to the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.
(**c**) Schedule 2A was inserted by paragraph 3 of Schedule 17 to the Housing and Planning Act 2016 (c. 22).
(**d**) Schedule 2A was inserted by paragraph 3 of Schedule 17 to the Housing and Planning Act 2016 (c. 22).
(**e**) Schedule A1 was inserted by paragraph 6 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).

(c) Section 153(4A)(**a**) (reference of objection to Upper Tribunal: general) of the 1990 Act.

(4) Paragraphs (2) and (3) do not apply where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

Acquisition of land limited to subsoil lying more than 7 metres beneath surface

30.—(1) This article applies to the land specified in columns (1) and (2) of Schedule 11 (land of which only subsoil more than 7 metres beneath the surface may be acquired together with new rights and/or restrictive covenants).

(2) In the case of land to which this article applies, the undertaker may only acquire compulsorily under article 26 (compulsory acquisition of land) so much of, or rights in, or impose restrictive covenants over, the subsoil of the land as may be required for the purposes of the authorised development except that the undertaker is not to be precluded from—

(a) carrying out protective works on that land under article 20 (protective works to buildings and structures);

(b) carrying out a survey of that land under article 21 (authority to survey and investigate the land); or

(c) entering on and taking temporary possession of land under article 35 (temporary use of land for carrying out the authorised development) or article 36 (temporary use of land for maintaining the authorised development).

(3) In addition to acquiring so much of, or such rights in, the subsoil of the land, the undertaker may acquire over any other part of the land specified in columns (1) and (2) of Schedule 11 such new rights and may impose such restrictive covenants as may be required for the purpose specified in relation to that land in column (3) of Schedule 11.

(4) Where the undertaker acquires any part of, or rights in, the subsoil of the land under paragraph (2) or acquires rights or imposes restrictive covenants under paragraph (3), the undertaker is not required to acquire a greater interest in the land or an interest in any other part of it.

(5) References in this article to the "subsoil of the land" are references to the subsoil lying more than 7 metres beneath the level of the surface of the land; and for this purpose "level of the surface of the land" means—

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

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

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

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

(a) Schedule 2A(**b**) (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act;

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

(c) Section 153(4A)(**d**) (reference of objection to Upper Tribunal: general) of the 1990 Act.

(**a**) Section 153(4A) was inserted by section 200 of the Housing and Planning Act 2016 (c. 22).
(**b**) Schedule 2A was inserted by paragraph 3 of Schedule 17 to the Housing and Planning Act 2016 (c. 22).
(**c**) Schedule A1 was inserted by paragraph 6 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).
(**d**) Section 153(4A) was inserted by section 200 of the Housing and Planning Act 2016 (c. 22).

Private Rights

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

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

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

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 28 (compulsory acquisition of rights and imposition of restrictive covenants) are extinguished in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

(a) as from the date of the acquisition of the right or the imposition of the restrictive covenant by the undertaker (whether the right is acquired or the restrictive covenant is imposed compulsorily, by agreement or through the grant of lease of the land by agreement); or

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

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights over any part of the Order land that is owned by, vested in or acquired by the undertaker, including the land specified in article 26(4)(a) (compulsory acquisition of land), are extinguished on commencement of any activity authorised by this Order which interferes with or breaches those rights.

(4) Subject to the provisions of this article, all private rights over the Order land specified in article 26(4)(b) are extinguished on commencement of any activity authorised by this Order which interferes with or breaches those rights.

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

(6) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenants 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 (determination of questions of disputed compensation).

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

(8) 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 rights or the imposition of restrictive covenants over or affecting the land;

(ii) the undertaker's appropriation of the land;

(iii) the undertaker's entry onto the land;

(iv) the commencement of any activity on land authorised by this Order which interferes with or breaches any private rights over land; or

(v) the undertaker's taking temporary possession of the land,

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(**a**) Section 11(1) 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) and section 186(2) of the Housing and Planning Act 2016 (c. 22).

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

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

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

(9) If an agreement referred to in paragraph (8)(b)—

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

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

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

(10) Reference in this article to private rights over land includes reference to any right of way, right of navigation, 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

32.—(1) Any authorised activity which takes place 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) and the doing of anything else authorised by this Order is authorised for the purpose specified in section 158(2) (nuisance: statutory authority) of the 2008 Act, 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 use of land arising by virtue of contract.

(2) 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).

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

(4) Subject to article 39 (no double recovery), where any interest, right or restriction to which this article applies is overridden by paragraph (1), unless otherwise agreed, 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 way 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.

(5) 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 (4); and

(b) fails to discharge that liability,

the liability is enforceable against the undertaker.

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

(6) 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).

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

(8) Any rule or principle applied to the construction of section 10 of the 1965 Act applies to the construction of paragraph (4) with any necessary modifications.

Application and modification of the 1981 Act

33.—(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), in subsection (1), omit the words "in themselves".

(4) In section 1, for subsection (2), substitute—

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

(5) In section 4(**a**) (execution of declaration), for subsection (1) substitute—

> "(1) The acquiring authority may execute in respect of any of the land which they are authorised to acquire by the compulsory purchase order a declaration in the prescribed form vesting the land in themselves, or in the case of land or a right that they are authorised to acquire for the benefit of a third party, in the third party in question, from the end of such period as may be specified in the declaration (not being less than 3 months from the date on which the service of notices required by section 6 is completed)."

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

(7) In section 5B(**b**) (extension of time limit during challenge) for "section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)" substitute "section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent).

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

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

(10) In section 8(**e**) (vesting and right to enter and take possession), after subsection (3), insert—

> "(4) In this section references to the acquiring authority include any third party referred to in section 4(1)."

(11) In section 10(**f**) (acquiring authority's liability arising on vesting of the land), in subsection (1), after "vested in an acquiring authority" insert "or a third party".

(12) In section 11(**g**) (recovery of compensation overpaid), for subsection (1) substitute—

(**a**) Section 4 was amended by sections 184 and 185 of, and paragraph 2 of Schedule 18 to, the Housing and Planning Act 2016 (c. 22).
(**b**) Section 5B was inserted by section 202(2) of the Housing and Planning Act 2016 (c. 22) and amended by section 185(3) of the Levelling-up and Regeneration Act 2023 (c. 55).
(**c**) Section 6(1) was amended by paragraph 7 of Schedule 15 to the Housing and Planning Act 2016 (c. 22).
(**d**) Section 7(1) was amended by paragraph 3 of Schedule 18 to the Housing and Planning Act 2016 (c. 22) and section 186(2) of the Levelling-up and Regeneration Act 2023 (c. 55).
(**e**) Section 8 was amended by paragraph 4 of Schedule 18 to the Housing and Planning Act 2016 (c. 22) and section 186(3) of the Levelling-up and Regeneration Act 2023 (c. 55).
(**f**) Section 10 was amended by section 186(5) of the Levelling-up and Regeneration Act 2023 (c. 55) and S.I. 2009/1307.
(**g**) Section 11 was amended by paragraph 52(3) of Schedule 2 to the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2009/1307.

"(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".

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

"(2) But see article 29 (acquisition of subsoil only) and article 30 (acquisition of land limited to subsoil lying more than 7 metres beneath surface) of the Cambridge Waste Water Treatment Plant Relocation Order 2025, which excludes the acquisition of subsoil only from this Schedule".

(14) References to the 1965 Act in the 1981 Act must 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 34 (modification of Part 1 of the 1965 Act) to the compulsory acquisition of land under this Order.

Modification of Part 1 of the 1965 Act

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

(2) In section 4A(1)(**d**) (extension of time limit during challenge) for "section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)" substitute "section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent)".

(3) In section 11A(**e**) (powers of entry: further notice of entry)—

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

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

(4) In Schedule 2A(**f**) (counter-notice requiring purchase of land not in notice to treat) after paragraph 29, insert—

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

"(2) But see article 29(3) (acquisition of subsoil only) and article 30(6) (acquisition of land limited to subsoil lying more than 7 metres beneath surface) of the Cambridge Waste Water Treatment Plant Relocation Order 2025, which exclude the acquisition of subsoil only from this Schedule"; and

(b) at the end insert—

"PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 35 (temporary use of land for carrying out the authorised development) or 36 (temporary use of land for maintaining the authorised development) of the Cambridge Waste Water Treatment Plant Relocation Order 2025".

(**a**) Schedule A1 was inserted by paragraph 6 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).
(**b**) Section 125 was amended by paragraph 17 of Schedule 16 to the Housing and Planning Act 2016 (c. 22).
(**c**) Section 125 was amended by paragraph 17 of Schedule 16 to the Housing and Planning Act 2016 (c. 22).
(**d**) Section 4A(1) was inserted by section 202(1) of the Housing and Planning Act 2016 (c. 22) and amended by s.185(2) of the Levelling-up and Regeneration Act 2023 (c. 55).
(**e**) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c. 22).
(**f**) Schedule 2A was inserted by paragraph 3 of Schedule 17 to the Housing and Planning Act 2016 (c. 22).

Temporary use of land for carrying out the authorised development

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

(a) enter on and take temporary possession of—

(i) the land specified in columns (1) and (2) of Schedule 12 (land of which temporary possession only may be taken) for the purpose specified in relation to that land 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(**a**) (powers of entry) of the 1965 Act and no declaration has been made under section 4(**b**) (execution of declaration) of the 1981 Act (in either case other than in connection with the acquisition of rights, imposition of restrictive covenants and/or acquisition of subsoil only);

(b) remove any buildings and vegetation from that land that reasonably need to be removed in connection with the carrying out of the authorised development;

(c) construct works (including the provision of means of access and erection of fencing or other means of enclosure) and buildings on that land;

(d) use the land for the purposes of a working site (including storage of materials and siting of equipment and apparatus) with access to the working site in connection with the authorised development;

(e) construct any works, or use the land, as specified in relation to that land in column (3) of Schedule 12, or carry out any mitigation works;

(f) break up the surface of the land to construct the authorised development and in the event of an emergency to remove, recover, reposition, repair or maintain underground apparatus;

(g) construct such works on that land as are mentioned in Schedule 1 (authorised development); and

(h) carry out mitigation works required pursuant to the requirements in Part 1 of Schedule 2 (requirements).

(2) Not less than 28 days before entering on and taking temporary possession of land under this article, the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker is not required to serve notice under paragraph (2) where the undertaker has identified a potential risk to the safety of any of—

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

(b) the public; or

(c) the surrounding environment.

(4) The undertaker may not, without the agreement of the owners or any lessee 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 the end of construction work for that part of the authorised development specified in relation to that land in column (4) of Schedule 12; or

(b) in the case of land referred to in paragraph (1)(a)(ii), after the end of the period of one year beginning with the date of the end of construction work for which temporary possession of this land was taken unless the undertaker has, before the end of that period,

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(**a**) Section 11 was amended by paragraph 14(3) of Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), 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 4 was amended by sections 184 and 185 of, and paragraph 2 of Schedule 18 to, the Housing and Planning Act 2016 (c. 22).

served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or has otherwise acquired the land subject to temporary possession.

(5) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, before giving up possession of land of which temporary possession has been taken, unless otherwise agreed by the owners of the land, the undertaker must remove all works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker must not be required to—

(a) replace any building, structure, drain or electric line removed under this article;

(b) remove any drainage works installed by the undertaker under this article;

(c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 3 (streets subject to street works);

(d) restore the land on which any permanent works have been constructed under paragraph (1)(e), (1)(f) or (1)(g);

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

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

(g) remove or reposition any apparatus belonging to statutory undertakers or necessary mitigation works; or

(h) restore the land on which any works have been carried out under paragraph (1)(h) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Part 1 of Schedule 2.

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

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

(8) Subject to article 39 (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 project, other than loss or damage for which compensation is payable under paragraph (6).

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

(a) carrying out protective works under article 20 (protective works to buildings and structures); or

(b) carrying out a survey of that land under article 21 (authority to survey and investigate the land).

(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 shall apply to the temporary use of land pursuant to this article to the same extent as it applies to the

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(**a**) Section 152 was amended by S.I. 2009/1307.
(**b**) Section 13 was amended by section 139 of, paragraph 28 of Schedule 13 and part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

compulsory acquisition of land under this Order by virtue of section 125(**a**) (application of compulsory acquisition provisions) of the 2008 Act.

Temporary use of land for maintaining the authorised development

36.—(1) Subject to paragraph (2) the undertaker may—

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

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

(c) construct such temporary works (including the provision of means of access) and buildings on the land 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.

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

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

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

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

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

(8) Nothing in this article affects any liability to pay compensation under section 152(**b**) (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

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

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

(b) the public; or

(c) the surrounding environment.

(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(**c**) (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

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

acquisition of land under this Order by virtue of section 125(**a**) (application of compulsory acquisition provisions) of the 2008 Act.

Disregard of certain interests and improvements

37.—(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 executed or improvement or alteration made on relevant land,

if the tribunal is satisfied that the creation of the interest, the erection of the building, the execution 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 executed 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

38.—(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 28 (compulsory acquisition of rights and imposition of restrictive covenants), the tribunal is to set off against the value of the rights or restrictive covenants so acquired—

(a) any increase in the value of the land over which the new rights or restrictive covenants 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 is to have effect, subject to paragraphs (1) and (2), as if this Order were a local enactment for the purposes of that Act.

No double recovery

39. 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.

Compulsory acquisition of land – incorporation of the mineral code

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

(a) for "the acquiring authority" substitute "the undertaker";

(**a**) Section 125 was amended by paragraph 17 of Schedule 16 to the Housing and Planning Act 2016 (c. 22).
(**b**) Part 3 of Schedule 2 was amended by S.I. 2009/1307.

(b) for the "undertaking" substitute "authorised development"; and

(c) for "compulsory purchase order" substitute "this Order".

Statutory undertakers

41. Subject to the provisions of Schedule 15 (protective provisions) and article 28 (compulsory acquisition of rights and imposition of restrictive covenants) the undertaker may—

(a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plans within the Order land; and

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

Recovery of costs of new connections

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

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 41, any person who is—

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

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

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

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this article—

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

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

Rights under or over streets

43.—(1) The undertaker may enter onto and use so much of the subsoil of, or air-space over, any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or air-space for those purposes.

(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, tunnel or underground building; or

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

(4) Subject to paragraph (5), any person who is an owner or occupier of land which is entered onto and used under paragraph (1) without the undertaker acquiring any part of that person's

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(**a**) 2003 c. 21. There are amendments to section 151 which are not relevant to this Order.

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 (determination of questions of disputed compensation) of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing 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.

(6) The undertaker must as soon as reasonably practicable and in any case no later than 14 days before entering the subsoil or airspace, serve notice of the use under this article, on the owner and or occupier of the subsoil or airspace proposed to be used, and such notice must be accompanied by plans showing in sufficient detail the subsoil and airspace to be used under this article and upon written request the undertaker will supply a copy of such notice and plans to the local authority and (if different) the local highway authority.

(7) If at any time following the use pursuant to paragraph (1) the subsoil or airspace is no longer required to be used under this article for the purposes of the authorised development—

(a) the undertaker will serve notice on the owner that the subsoil or airspace is no longer required;

(b) upon service of notice to the owner the right of the undertaker to use the subsoil or airspace given by paragraphs (1) and (2) will cease; and

(c) the undertaker (or if different the owner for the time being of the part of the authorised development occupying the subsoil or airspace) will within a reasonable time following the written request of the owner to do so, remove its equipment from the subsoil or airspace and restore the subsoil or airspace to the reasonable satisfaction of the owner and deliver up vacant possession of it.

PART 6

MISCELLANEOUS AND GENERAL

Rights on the river Cam

44.—(1) Notwithstanding the licences which may have been granted pursuant to sections 15 (conservators may license piers embankments &c.) or 16 (no erections or works in river or on shores thereof without licence) of the River Cam Conservancy Act 1922(**a**), the undertaker may for the purposes of the construction, operation, use and maintenance of the authorised development temporarily suspend any rights of navigation or any other rights over the parts of the river Cam identified with blue hatching on the rights of way plans.

(2) Notwithstanding the licences which may have been granted pursuant to section 15 or 16 of the River Cam Conservancy Act 1922, the undertaker may for the purposes of the construction, operation, use and maintenance of the authorised development permanently extinguish any rights of navigation or other rights over that part of the river Cam which is shown and numbered 019a on the land plans to be permanently acquired by the undertaker in connection with Work No. 32.

(3) Save as provided in paragraph (1) and (2), any rights of navigation over any other parts of the river Cam may be temporarily suspended with the written consent of the relevant navigation authority as provided in paragraph 110 of Part 7 (for the protection of the relevant navigation authority) of Schedule 15 (protective provisions).

(4) The undertaker must not exercise the powers in paragraph (1) or (2) unless it has—

(a) given not less than 42 days' notice in writing of its intention to do so to the relevant navigation authority;

(**a**) 1922 c. lxxi.

(b) published notice of the temporary suspension or extinguishment and the date from which the temporary suspension or extinguishment is to have effect once in each of 2 successive weeks in a local newspaper published or circulating in the City of Cambridge; and

(c) displayed notice of the temporary suspension or extinguishment and the date from which the temporary suspension or extinguishment is to have effect in a conspicuous position adjacent to the river Cam from the date of the first notice published under sub-paragraph (b) above, until at least 7 days after the date on which the last notice is published under sub-paragraph (b).

(5) The date that is notified, published and displayed under paragraph (4) as the date from which the suspension or extinguishment is to have effect must not be earlier than 14 days after the last date on which a notice is published under paragraph (4)(b).

(6) The River Cam Navigation Act 1851(**a**), the River Cam Conservancy Act 1922(**b**) and Part IV (Conservators of the River Cam) of the Cambridge City Council Act 1985(**c**) are disapplied in so far as their continuance is inconsistent with the construction, operation, use and maintenance of the authorised development.

(7) The Conservators of the River Cam Byelaws 1996 are disapplied in so far as their continuance is inconsistent with the construction, operation, use and maintenance of the authorised development.

Application of landlord and tenant law

45.—(1) This article applies to—

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

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

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

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

(3) Accordingly, 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 the purposes of the 1990 Act

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

(**a**) 1851 c. xcii.
(**b**) 1922 c. lxxi.
(**c**) 1985 c. xl.

Protective Provisions

47. Schedule 15 (protective provisions) to this Order has effect.

Discharge of requirements and other approvals etc

48.—(1) Save as provided otherwise by this Order, paragraphs (1) and (3) of Part 2 (procedure for discharge of certain approvals) of Schedule 2 (requirements) is to have effect in relation to applications made pursuant to the requirements set out in Schedule 2.

(2) Save as provided otherwise by this Order, paragraph (3) of Part 2 of Schedule 2 is to have effect in relation to all consents, agreements, approvals or notices granted, refused or withheld in relation to—

(a) the requirements set out in Part 1 of Schedule 2;

(b) any document referred to in any requirement set out in Part 1 of Schedule 2; and

(c) the functions of the local authority set out in Sections 60 (control of noise on construction sites) and or 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974(**a**).

(3) Where an application is made to, or a request is made of, the relevant planning authority, highway authority, street authority or the owner of a watercourse, sewer or drain or any other relevant person for any agreement or approval required or contemplated by any of the provisions of this Order, such agreement or approval must, if given, be given in writing and must not be unreasonably withheld or delayed.

Application, disapplication and modification of legislative provisions

49. Schedule 17 (miscellaneous controls) to this Order, which makes provision applying, modifying and excluding statutory provisions which relate to matters for which provision may be made by this Order, has effect.

Crown rights

50.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and, in particular, nothing in this Order authorises the undertaker or any licensee to use, enter on or in any manner interfere with any land or rights of any description (including any portion of the river)—

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

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

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

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in section 227(**b**) ("Crown land" and "the appropriate Crown authority") of the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1)—

(a) may be given unconditionally or subject to terms and conditions; and

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(**a**) Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), Schedule 24 to the Environment Act 1995 (c. 25), and paragraph 15(3) of Schedule 15 to the Environmental Protection Act 1990 (c. 43). There are other amendments to section 61 which are not relevant to this Order.

(**b**) Section 227 was amended by S.I. 2017/524.

(b) is deemed to have been given in writing where it is sent electronically.

Certification of plans etc.

51.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of each of the plans and documents set out in Schedule 18 (certification of plans and documents) for certification that they are true copies of the plans and documents referred to in this Order.

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

Arbitration

52.—(1) Any difference under any provision of this Order, unless otherwise provided for, is to be referred to and settled in arbitration in accordance with the rules at Schedule 19 (arbitration rules) of this Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

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

Service of notices

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

(a) by post;

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

(c) with the consent of the recipient and subject to paragraphs (5) to (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.

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

(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—

"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

"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.

Steve Reed
Secretary of State
2nd April 2025 Department for Environment, Food and Rural Affairs

SCHEDULES

SCHEDULE 1 Article 3

AUTHORISED DEVELOPMENT

Development which, in accordance with a direction made by the Secretary of State under section 35(**a**) (directions in relation to projects of national significance) of the 2008 Act on 18 January 2021, is development for which development consent is required in the County of Cambridgeshire, the District of South Cambridgeshire and the City of Cambridge, being a waste water treatment

(**a**) Section 35 was amended by section 26(2) of the Growth and Infrastructure Act 2013 (c. 27).

plant together with associated development within the meaning of section 115(1)(b) (development for which development consent may be granted) of the 2008 Act comprising—

Work No. 1 – HIGHWAY WORKS

Highway works the general arrangement of which is shown on sheet 1 of the highways plans including—

(a) reconfiguration of the existing signalised junction of B1047 Horningsea Road and A14 Junction 34 eastbound slip road to provide a signalised four-arm junction facilitating access to Work No. 2;

(b) widening of and improvements to the existing footway/cycleway on the western side of the B1047 Horningsea Road and Horningsea Road between the westbound on-slip at A14 Junction 34 and Low Fen Drove Way including the provision of a verge between the footway/cycleway and the main carriageway;

(c) provision of a new central island on Horningsea Road to facilitate pedestrian and cyclist crossing to new footpaths and cycleways to be provided as part of Work No. 23 and the new footway/cycleway to be provided at (d);

(d) a new footway/cycleway on the eastern side of Horningsea Road between Low Fen Drove Way and the new central island to be provided at (c) and connecting to new footpaths and cycleways to be provided as part of Work No. 23;

(e) replacement of the parapet on the A14 overbridge on the B1047 Horningsea Road and associated highway layout alterations;

(f) improvements to the existing pedestrian and cycle crossings at the junction of the A14 Junction 34 on and off slips on the B1047 Horningsea Road;

(g) alterations to the B1047 Horningsea Road and Horningsea Road;

(h) street lighting, signage and associated electrical equipment;

(i) reconfiguration of kerb lines; and

(j) connections to Work No. 2.

Work No. 2 – PERMANENT ACCESS ROAD

A new two-lane road access to the waste water treatment plant from the reconfigured A14 Junction 34/B1047 Horningsea Road junction the general arrangement of which is shown on sheet 1 of the highways plans including—

(a) landscaping;

(b) drainage;

(c) a weighbridge;

(d) automatic number plate recognition cameras;

(e) signage;

(f) street lighting at the junction with Work No. 1; and

(g) connections to Work No. 1 and Work No. 3 and to the access and circulation roads to be constructed within the inner boundary of Work No. 15.

Work No. 3 –VISITOR PARKING

Visitor parking, cycle storage including landscaping, lighting, pathways and electric vehicle charging points and connections to Work No. 2.

Work No. 4 – INLET WORKS & PRELIMINARY TREATMENT

Inlet works structure to receive flows from Work No. 8, Work No. 16 and Work No. 35 and imported liquors including—

(a) two screenings handling plants;
(b) screen channel;
(c) grit removal chambers;
(d) flow measurement channel;
(e) grit handling plant;
(f) two odour control units and exhaust stacks;
(g) skip storage area;
(h) cess and septic discharge point; and
(i) connections to Work No. 6, Work No. 8, Work No. 13, Work No. 16 and Work No. 35.

Work No. 5 – ELECTRICAL SUPPLY AND POWER GENERATION

Electricity substations, ring main units, transformers, high-voltage kiosk, low voltage switch board, low voltage kiosk, stand-by generators and fuel storage.

Work No. 6 – PRIMARY TREATMENT & CHEMICAL DOSING

Primary treatment works including—
(a) chemical storage and ferric dosing plant;
(b) up to 6 primary settlement tanks including sludge management system;
(c) sludge return pumps;
(d) sludge transfer pumping station;
(e) distribution chamber; and
(f) connections to Work Nos. 4, 8, 10, 11 and 13.

Work No. 7 – WORKSHOP & PARKING

A workshop building and parking including—
(a) workshop building;
(b) innovation area;
(c) welfare facilities;
(d) liquefied natural gas (LNG) storage and filling point;
(e) vehicle parking including HGV parking;
(f) electric vehicle charging points; and
(g) rooftop solar photovoltaic panels.

Work No. 8 – SLUDGE TREATMENT CENTRE

A sludge treatment centre comprising—
(a) sludge reception facilities for imported primary settled sludge and surplus activated sludge;
(b) up to 2 imported and indigenous primary sludge tanks;
(c) up to 3 unthickened sludge tanks;
(d) screens;
(e) up to 2 odour control units with vent stacks;
(f) thickening building including a sludge blending tank;
(g) up to two anaerobic sludge digesters;
(h) up to 2 post digestion storage tanks and vacuum de-gassing units;

(i) a heating, pasteurisation and hydrolysis process heating tank;

(j) up to 2 heating, pasteurisation and hydrolysis process pasteurisation tanks;

(k) a heating, pasteurisation and hydrolysis process hydrolysis tank;

(l) up to 2 dewatering centrifuges/volutes;

(m) cake storage barn and silo area;

(n) either—

(i) a liquor treatment plant including a reactor, a stilling tank and a settlement tank; and/or

(ii) a nutrient recovery plant including three stripping/scrubbing columns and a feed pumping station; and/or

(iii) a hybrid liquor treatment plant and nutrient recovery plant;

(o) biogas handling equipment including up to 2 gas holders and a flare stack;

(p) boiler building and boiler stack;

(q) final effluent heat recovery and treatment plant;

(r) chemical storage and dosing plant;

(s) aviation obstruction lighting; and

(t) connections to Work Nos. 4, 6, 9, 10, 11 and 13.

Work No. 9 – GAS TO GRID OR COMBINED HEAT AND POWER (CHP)

A gas-to-grid injection unit including propane storage or a CHP engine including connections to Work No. 8 and connections to the gas and/or electricity networks.

Work No. 10 – SECONDARY TREATMENT MEMBRANE AERATED BIOFILM REACTOR (MABR)

Secondary treatment works including—

(a) up to 4 activated sludge process tanks;

(b) mixing and conditioning tank;

(c) building to house mechanical blower system;

(d) submerged air distribution pipework;

(e) mixing and conditioning chamber;

(f) interstage pumping station; and

(g) connections to Work No. 6 and Work No. 11.

Work No. 11 – SECONDARY TREATMENT (SETTLEMENT)

Final settlement including—

(a) up to 8 final settlement tanks including sludge management system;

(b) return activated sludge pumps including chambers;

(c) surplus activated sludge pumps including chambers;

(d) pumping station;

(e) chemical storage and ferric dosing plant;

(f) distribution chamber; and

(g) connections to Work Nos. 6, 8, 10 and 13.

Work No. 12 – TREATED WATER COLLECTION CHAMBER

Treated water collection chamber and connections to Work No. 13, Work No. 14 and Work No. 31.

Work No. 13 – TERTIARY TREATMENT

Tertiary treatment works including—

(a) filtration plant;

(b) wash-water pump sets;

(c) airlift pumps;

(d) sand washing system;

(e) backwash pumps;

(f) chemical storage and ferric dosing plant; and

(g) connections to Work Nos. 4, 6, 8, 11, and 12.

Work No. 14 – STORMWATER MANAGEMENT

Storm management plant for stormwater storage and treatment including—

(a) pumping station;

(b) storm tanks;

(c) stormwater storage facility;

(d) discharge overflow pipework;

(e) screens; and

(f) connections to Work No. 16 and Work No. 12.

Work No. 15 – EARTH BUND & SOLAR PHOTOVOLTAIC PANELS (PV)

Landscaping and earthworks including—

(a) solar photovoltaic panels and associated mounting structures, inverters, transformers and cabling;

(b) security fencing; and

(c) closed circuit television cameras.

Work No. 16 – TERMINAL PUMPING STATION

A terminal pumping station including a shaft and including the following—

(a) dry weather flow pumps;

(b) storm pumps;

(c) valve chamber and control building;

(d) dewatering; and

(e) connections to Work Nos. 4, 14, 27 and 35.

Work No. 17 – EXISTING RISING AND GRAVITY MAIN DIVERSIONS

Works to divert existing rising and gravity mains to Work No.18 comprising—

(a) cuttings into existing mains in under or adjacent to Cowley Road;

(b) connections from existing mains to new 750mm gravity main;

(c) provision of manholes;

(d) installation of new 750mm gravity main;

(e) associated diversion works for existing utilities including the Fen Ditton rising main; and

(f) decommissioning works to redundant mains.

Work No. 18 – INTERCEPTION AND FIRST CONSTRUCTION SHAFT

Interception shaft to intercept incoming waste water flows from the existing Riverside tunnel and receive flows from a new 750mm gravity main within Work No. 17 with an internal diameter of up to 12.5 metres and with a depth of up to 20 metres including—

(a) ventilation stack extending up to 10 metres above the proposed ground level;

(b) vortex drop pipe;

(c) odour control unit comprising small roadside boxes housing carbon filters and local panels;

(d) welfare and laydown area, hard standing and storage area;

(e) dewatering;

(f) security fencing;

(g) soil handling;

(h) crane working space;

(i) decommissioning works to redundant mains;

(j) local control panels;

(k) kiosks;

(l) closed circuit television cameras and columns;

(m) lightning protection infrastructure including masts, finials, earth matts and bonding;

(n) chemical storage and dosing plant;

(o) a temporary shaft associated with the construction of Work No. 27; and

(p) connections to Work Nos. 17, 26 and 27.

Work No. 19 – GATEWAY BUILDING

Gateway building including—

(a) office space;

(b) welfare facilities;

(c) discovery centre;

(d) rooftop solar photovoltaic panels;

(e) refuse bins;

(f) associated plant; and

(g) bicycle storage.

Work No. 20 – TEMPORARY COMPOUND AREA

Temporary compound area including welfare facilities.

Work No. 21 – TEMPORARY SITE ESTABLISHMENT

Temporary site establishment and construction works to support construction of Work Nos. 1 to 16, 27, 31, 33, 35 and 36 including—

(a) temporary site access works from Horningsea Road and to Low Fen Drove Way;

(b) working area compound;

(c) concrete batching plant;

(d) temporary lined lagoon; and

(e) hard standing, laydown and storage.

Work No. 22 – WASTE WATER TREATMENT PLANT CONSTRUCTION WORKS AREA

Construction and material storage area during construction of Work Nos. 1 to 16, 27, 31, 33, 35 and 36.

Work No. 23 – LANDSCAPING AND ECOLOGICAL WORKS

Permanent landscaping and ecological works, including—

(a) planting;

(b) earthworks and ground re-profiling;

(c) drainage works; and

(d) creation of footpaths.

Work No. 24 – LANDSCAPING AND ECOLOGICAL WORKS TEMPORARY WORK

Temporary access and working area to support and facilitate the landscaping and ecological works in Work No. 23.

Work No. 25 – TEMPORARY WORKING AREA COMPOUND

Temporary working area compound including welfare facilities.

Work No. 26 – DIVERSION OF RIVERSIDE TUNNEL

Works to divert the existing riverside sewer to connect to Work No. 18 comprising—

(a) temporary diversion works including a temporary shaft/pit and temporary overground pipes, underground pipework to connect the Riverside sewer to Work No. 18;

(b) installation of temporary pumps and power supply including generators and fuel storage;

(c) removal of temporary works; and

(d) decommissioning works to the redundant sewer.

Work No. 27 – TRANSFER TUNNEL

An underground transfer tunnel between Work No. 18 and Work No. 16 installed using pipe jacking and including—

(a) a temporary construction shaft within each of the areas to which Work No. 27 overlaps with Work No. 28; and

(b) connections to Work Nos. 16 and 18.

Work No. 28 – TRANSFER TUNNEL CONSTRUCTION AREA TEMPORARY COMPOUNDS

Temporary working area compounds associated with Work No. 27, including—

(a) welfare and laydown areas;

(b) crane working space;

(c) hard standing;

(d) dewatering;

(e) security fencing;

(f) mud and soil handling; and

(g) storage area.

Work No. 29 – TEMPORARY ACCESS WORKS TO WORKS 28, 34 & 36 (WEST OF HORNINGSEA ROAD)

Temporary access works from Horningsea Road to Work Nos. 28, 34 and 36 between Green End and Horningsea Road, with provision for early works access off Poplar Hall private access to facilitate creation, from the field to the west, of the new haul route access off the west side of B1047 Horningsea Road.

Work No. 30 – NETWORK RAIL MONITORING WORKS

Temporary access and monitoring of ground movement at varying depths to railway tracks on Network Rail land and other monitoring due to pipeline and tunnel crossings under the Cambridge to King's Lynn railway line.

Work No. 31 – FINAL EFFLUENT & STORM PIPELINE

Two outfall pipes to be laid below ground for final effluent and storm water connecting Work No. 12 to Work No. 32 together with associated access and venting manholes and access works from Horningsea Road.

Work No. 32 - OUTFALL

Outfall works in connection with the discharge of final effluent and storm water to the river Cam comprising—

(a) two outfall pipes to be laid below ground for final effluent and storm water connecting to Work No. 31;

(b) ditch crossing, diversion and associated protection works;

(c) temporary access track;

(d) temporary working area compound;

(e) temporary cofferdam;

(f) outfall structure and associated fittings;

(g) river bed and embankment reinforcement works including dredging and scour protection measures; and

(h) temporary public right of way diversion and restoration works.

Work No. 33 – WATERBEACH PIPELINE NORTH

Up to two waste water pipelines laid underground between a point of connection with waste water infrastructure to be provided as part of the Waterbeach New Town development and Work No. 35 and Work No. 36, including—

(a) crossings of the river Cam, the King's Lynn railway line and Low Fen Drove Way using horizontal directional drilling technique in accordance with the code of construction practice, but otherwise laid using either open cut trenching or horizontal directional drilling technique;

(b) new accesses and access improvements;

(c) temporary shafts;

(d) horizontal directional drilling launch and exit pits;

(e) welfare, storage and laydown areas;

(f) temporary haul roads;

(g) dewatering, drainage works and restoration of existing land drainage;

(h) ditch crossing, diversion and associated protection works;

(i) mud and soil handling;

(j) associated infrastructure including air valves and other pipework fittings and fixtures;

(k) permanent accesses for future maintenance and replacement of the pipelines; and

(l) connections to Work No. 35 and Work No. 36.

Work No. 34 – WATERBEACH PIPELINE CONSTRUCTION AREA AND COMPOUNDS

Temporary construction compounds, welfare, storage and laydown areas and temporary haul roads in connection with Work Nos. 33, 35 and 36.

Work No. 35 – WATERBEACH PIPELINE SPUR TO TERMINAL PUMPING STATION

Up to two waste water pipelines laid underground between Work No. 33 or 36 and Work No. 16 to facilitate a connection between the waste water infrastructure to be provided as part of the Waterbeach New Town development and Work No. 16 including—

(a) crossings using either pipe-jacking or horizontal directional drilling technique but otherwise laid using either open cut trenching or horizontal drilling technique;

(b) new accesses and access improvements;

(c) temporary shafts;

(d) horizontal directional drilling launch and exit pits;

(e) welfare, storage and laydown areas;

(f) temporary haul roads;

(g) construction compounds;

(h) dewatering, drainage works and restoration of existing land drainage;

(i) ditch crossing, diversion and associated protection works;

(j) mud and soil handling;

(k) associated infrastructure including air valves and other pipework fittings and fixtures;

(l) permanent accesses for future maintenance and replacement of the pipelines; and

(m) connections to Work No. 16 and Work Nos. 33 and/or 36.

Work No. 36 – WATERBEACH PIPELINE SOUTH

The provision of the Waterbeach pipeline south works as follows—

(a) up to two waste water pipelines laid between Work No. 33 and the boundary of the existing Cambridge waste water treatment works including crossings of the river Cam, the A14, Horningsea Road, Fen Road and the King's Lynn railway line using horizontal directional drilling technique in accordance with the code of construction practice, but otherwise laid using either open cut tracking or horizontal directional drilling technique;

(b) up to two waste water pipelines laid underground and above ground within the existing Cambridge waste water treatment works;

(c) new accesses and access improvements;

(d) temporary shafts;

(e) horizontal directional drilling launch and exit pits;

(f) welfare, storage and laydown areas;

(g) temporary haul roads;

(h) dewatering, drainage works and restoration of existing land drainage;

(i) ditch crossing, diversion and associated protection works;

(j) mud and soil handling;

(k) associated infrastructure including air valves and other pipework fittings and fixtures;

(l) permanent accesses for future maintenance and replacement of the pipelines;

(m) connections to Work Nos. 33 and 35 and at the existing Cambridge waste water treatment works; and

(n) decommissioning of all or part of this Work.

Work No. 37 – TEMPORARY ACCESS WORKS FOR WORK Nos. 33 & 34

Temporary access works associated with Work Nos. 33 and 34 including temporary construction and commissioning dewatering and drainage works, and works to facilitate discharge into the watercourses adjacent to Bannold Drove, Burgess's Road and Bannold Road.

Work No. 38 – NEW BRIDLEWAY

Works relating to the provision of a new bridleway including street apparatus, gates and signage.

Work No. 39 – ECOLOGICAL MITIGATION AREA

Ecological mitigation works, including—

(a) earthworks and ground re-profiling;

(b) creation of natural drainage ditches, wetland habitat and ponds;

(c) creation of connections to or culverts/bridges over existing drainage ditches;

(d) creation of maintenance access routes; and

(e) temporary welfare and laydown areas and haul roads.

Work No. 40 – DECOMMISSIONING EXISTING CAMBRIDGE WASTE WATER TREATMENT WORKS

Works to the existing Cambridge waste water treatment works to cease its existing operational function and to facilitate the surrender of its operational permits including—

(a) removal of pumps;

(b) isolation of plant;

(c) isolation of electrical connections;

(d) isolation, filling and capping of pipework;

(e) cleaning of tanks, pipes, screens and other structures, plant and machinery;

(f) works to decommission the potable water supply; and

(g) works to restrict access to walkways, plant and machinery.

Further works

In connection with Work Nos. 1 - 40 above and to the extent that they do not form any part of such work, further associated development within the Order limits comprising such other works as may be necessary or expedient for the purpose of or in connection with the relevant part of the authorised development and which fall within the scope of work assessed by the environmental statement including—

(1) In connection with Work Nos. 1 – 37, 39 and 40—

(a) highways works, including diversions, kerb alterations, white lining, road markings, re-surfacing, laybys, traffic calming, vegetation clearance, traffic management and turning areas;

(b) road and traffic signage;

(c) footpaths;

(d) fencing, security and safety measures including closed-circuit television (CCTV) cameras and columns;

(e) access gates;

(f) drainage including attenuation tanks, manholes, highways drainage and internal road drainage, land drainage restoration and diversion, ground and surface water treatment facilities, soakaways and swales and other sustainable drainage systems;

(g) chemical dosing pipework;

(h) operational and maintenance task lighting;

(i) communication and control infrastructure;

(j) telemetry infrastructure including outstations;

(k) hard and soft landscaping;

(l) vehicle restraint systems;

(m) works within the existing sewers, chambers and culverts and other structures that comprise the existing sewerage network for the purposes of enabling the authorised development, including reconfiguring, modifying, altering, repairing, strengthening or reinstating the existing network;

(n) works within new and existing pumping stations including structural alterations to the interior fabric of the pumping station(s), works to reconfigure existing pipework, provision of new pipework, new penstock valves and associated equipment, modification of existing electrical, mechanical and control equipment, and installation or provision of new electrical, mechanical and control equipment;

(o) installation of electrical, mechanical and control equipment in other buildings and kiosks and modification to existing electrical, mechanical and control equipment in such buildings and kiosks;

(p) installation of pumps in chambers and buildings;

(q) works to trees and landscaping works not comprising development;

(r) works associated with monitoring of buildings and structures;

(s) works required for the strengthening, improvement, maintenance or reconstruction of any street;

(t) works to place, alter, remove or maintain street furniture or apparatus in a street, or apparatus in other land, including mains, sewers, drains, soakaways, pipes, cables and ducts; and

(u) works to install, divert, repair, replace, maintain and decommission gas, potable water, waste water, electricity and telecommunications services and apparatus.

(2) In connection with Work Nos. 1 – 40, temporary works relating to construction including—

(a) lighting;

(b) ramps, accesses, non-motorised links, and crossing facilities;

(c) welfare facilities including generators; and

(d) security measures including fencing and CCTV.

(3) Within the area of such works which are 30 metres in any direction from the river Cam, works relating to the suspension of existing moorings and the relocation of boats/vessels including works to attach mooring structures and equipment to the boats/vessels.

(4) Within the inner boundary of Work No. 15—

(a) internal access and circulation roads, turning areas, hardstanding, and parking;

(b) air, steam and hot water distribution infrastructure;

(c) motor control centres;

(d) local control panels;

(e) programmable logic controllers;

(f) high voltage switchgears and transformers;

(g) solar photovoltaic panels;

(h) switchgear buildings, battery storage buildings and associated connections to the solar photovoltaic panels installed in connection with Work Nos. 7, 15 and 19;

(i) kiosks;

(j) gas infrastructure;

(k) closed-circuit television cameras and columns;

(l) odour ducting and treatment; and

(m) lightning protection infrastructure including masts, finials, earth matts and bonding.

(5) Works associated with decommissioning the existing Cambridge waste water treatment works including the existing outfall north of the A14 and assets in Cowley Road, and the existing Waterbeach Wastewater Treatment Works and diversions of existing utilities and services.

SCHEDULE 2

Article 3

REQUIREMENTS

PART 1

REQUIREMENTS

1. In this Part of this Schedule—

"asset management plan" means the document of that description certified by the Secretary of State as the asset management plan for the purposes of this Order under article 51 (certification of plans etc.) or any revision to it as may be agreed from time to time with the relevant planning authority;

"biodiversity net gain report" means the biodiversity net gain report as certified by the Secretary of State as the biodiversity net gain report for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"code of construction practice" means the code of construction practice Part A and the code of construction practice Part B as certified by the Secretary of State as the code of construction practice Part A and the code of construction practice Part B for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"commissioning" means the commissioning process for the authorised development as described in the outline commissioning plan;

"community liaison plan" means the document of that description certified by the Secretary of State as the community liaison plan for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"construction workers travel plan" means the document of that description certified by the Secretary of State as the construction workers travel plan for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"construction traffic management plan" means the document of that description certified by the Secretary of State as the construction traffic management plan for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time within the relevant planning authority;

"decommissioning" means the process for decommissioning the existing Cambridge waste water treatment works as described in the outline decommissioning plan;

"design code" means the document of that description certified by the Secretary of State as the design code for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"drainage strategy" means the document of that description as certified by the Secretary of State as the drainage strategy for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time within the relevant planning authority;

"enabling phase" means the initial phase of the authorised development comprising the carrying out of the enabling works;

"enabling works" comprise the following works as more particularly detailed in paragraph 3.1.6 and paragraph 3.4.1 of chapter 2 (project description) of the environmental statement (Document number 5.2.2 as described in column (2) of Schedule 18)—

(a) construction of a temporary construction access from Low Fen Drove Way and perimeter fencing;

(b) establishment of construction compounds and offices;

(c) construction of the permanent access road and its junction with Horningsea Road;

(d) land drainage works;

(e) provision of services;

(f) visual mitigation planting;

(g) vegetation clearance;

(h) archaeological investigations;

(i) mitigation works required by the construction environmental management plan pursuant to requirement 9(2)(a);

(j) within the boundary of the existing Cambridge waste water treatment works forming part of Work Nos. 18, 25 and 28, the establishment of construction compounds, the provision of site welfare facilities, the provision of services and the commencement of shaft construction;

(k) within the boundary of Work No. 33, the installation of up to 50 metres of the Waterbeach pipeline under and extending from both sides of the Cambridge to King's Lynn railway line and construction compound; and

(l) any earthworks necessary in connection with (a) to (k) above;

"framework archaeological investigation mitigation strategy" means the document of that description certified by the Secretary of State as the framework archaeological investigation mitigation strategy for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"lighting design strategy" means the document of that description as certified by the Secretary of State as the lighting design strategy for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"odour impact assessment" means the document of that description as certified by the Secretary of State as the odour impact assessment for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"operational workers travel plan" means the document of that description certified by the Secretary of State as the operational workers travel plan for the purposes of this Order under

article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"outline carbon management plan" means the document of that description certified by the Secretary of State as the outline carbon management plan for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"outline commissioning plan" means the document of that description certified by the Secretary of State as the outline commissioning plan for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"outline decommissioning plan" means the document of that description certified by the Secretary of State as the outline decommissioning plan for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"outline operational logistics traffic plan" means the document of that description certified by the Secretary of State as the outline operational logistics traffic plan for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"outline outfall management and monitoring plan" means the document of that description certified by the Secretary of State as the outline outfall management and monitoring plan for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"outline soil management plan" means the document of that description certified by the Secretary of State as the outline soil management plan for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"outline water quality monitoring plan" means the document of that description certified by the Secretary of State as the outline water quality monitoring plan for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"phase" means the enabling phase and any subsequent phase of the authorised development as described in the latest phasing scheme approved by the relevant planning authority under requirement 3;

"preliminary odour management plan" means the document of that description certified by the Secretary of State as the preliminary odour management plan for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority;

"wildlife hazard management plan" means the document of that description certified by the Secretary of State as the wildlife hazard management plan for the purposes of this Order under article 51 or any revision to it as may be agreed from time to time with the relevant planning authority.

Time limit

2. The authorised development must not commence after the expiry of five years from the date on which this Order comes into force.

Phasing

3.—(1) Save for the enabling phase, the authorised development must not be commenced until a written scheme setting out the subsequent phase or phases of construction of the authorised development and the works to form part of each phase has been submitted to and approved by the relevant planning authority.

(2) The scheme submitted under sub-paragraph (1) must confirm whether the undertaker intends to construct either a CHP or gas to grid facility as part of Work No. 9.

(3) Save for the enabling phase, the authorised development must be carried out in accordance with the approved phasing scheme or any subsequently approved amendment or variation to it.

Parameters of authorised development

4. The elements of the authorised development listed in column (1) of the tables in Schedule 14 (parameters) must not exceed the maximum parameters set out for those elements in columns (2), (3), (4) and (5) of those tables as applicable.

Requirement for written approval

5.—(1) Where the approval, agreement or confirmation of the relevant planning authority or another person is required under a requirement that approval or confirmation must be given in writing.

(2) Where any approval, agreement or confirmation of the relevant planning authority or another person is provided that relates to more than one phase or part, such approval, agreement or confirmation is taken to be provided for all such phases or parts without the need to seek multiple approvals, agreements or confirmations for the same details.

Approved details and amendments to them

6.—(1) With respect to any requirement which requires details to be submitted in accordance with a document listed in requirement 1, the relevant planning authority may approve an amendment or variation to such a document in writing in accordance with sub-paragraph (3).

(2) With respect to any requirement which requires the authorised development to be carried out in accordance with the details approved by the relevant planning authority, the authorised development must be carried out in accordance with those details as approved unless an amendment or variation has previously been approved in writing by the relevant planning authority in accordance with sub-paragraph (3).

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

(4) The approved details must be taken to include any amendments that may subsequently be approved in writing by the relevant planning authority.

Detailed design

7.—(1) No phase of the authorised development is to commence until details of—

(a) the layout, scale, design and external appearance of any plant and buildings;

(b) the materials and finishes to be used to construct any buildings;

(c) hard and soft landscaping, boundary treatment, security fencing and signage, gates and ecological habitat creation;

(d) highway design;

(e) operational lighting;

(f) a construction method statement;

(g) details of electric vehicle parking provision; and

(h) in respect of Work No. 7 and Work No. 19, details of water conservation in the building design,

relating to the works proposed in that phase have been submitted to and approved in writing by the relevant planning authority.

(2) No phase incorporating Work Nos. 4 and 8 is to commence until details of the odour control unit locations and an updated odour assessment have been submitted demonstrating—

(a) that odour concentrations at receptor locations 1 - 6, 8 and 9 listed in Table 4.7 in the odour impact assessment and identified as discrete receptors 1 - 6, 8 and 9 on Figure 4.1 of chapter 18 (odour) of the environmental statement (Document number 5.2.18 as described in column (2) of Schedule 18) will be less than 1.5 of the modelled predicted odour exposure levels of C98 OUE/m3; and

(b) that odour concentrations at receptor location 7 listed in Table 4.7 in the odour impact assessment and identified as discrete receptor 7 on Figure 4.1 of chapter 18 (odour) of the environmental statement (Document number 5.2.18 as described in column (2) of Schedule 18) and at the footpaths to be created by Work No. 23(d) will be less than 1.5 of the modelled predicted odour exposure levels of C98 OUE/m3.

(3) The details submitted must accord with the design code.

(4) The details submitted in relation to operational lighting must accord with the details set out in the lighting design strategy.

(5) Each phase must be carried out in accordance with the approved details for that phase.

Code of construction practice

8.—(1) Each phase must be undertaken in accordance with the code of construction practice in so far as it relates to the works proposed in the relevant phase.

(2) Where a document referred to in the code of construction practice is submitted for approval to the relevant planning authority under a requirement specified in this Part of this Schedule the submitted document must accord with details specified in the code of construction practice for that document in so far as those details relate to works proposed in the relevant phase.

Construction environmental management plans

9.—(1) No phase of the authorised development is to commence until a construction environmental management plan for that phase has been submitted to and approved by the relevant planning authority.

(2) Any construction environmental management plan submitted for approval must incorporate the measures specified in the code of construction practice as being contained within a construction environmental management plan in so far as they are relevant to the works proposed within the phase to which the submitted construction environmental management plan relates, and—

(a) where the construction environmental management plan relates to the enabling phase, include or be accompanied by the following management plans relating to the enabling works—

(i) a detailed community liaison plan which must accord with the measures set out in the community liaison plan;

(ii) an emergency preparedness plan;

(iii) a pollution incident control plan;

(iv) a detailed wildlife hazard management plan which must accord with the measures set out in the wildlife hazard management plan relating to construction;

(v) a detailed soil management plan which must accord with the measures set out in the outline soil management plan;

(vi) a detailed construction water quality monitoring plan which must accord with the measures set out in the outline water quality monitoring plan relating to construction;

(vii) a detailed construction traffic management plan which must accord with the measures set out in the construction traffic management plan;

(viii) a detailed construction workers travel plan which must accord with the construction workers travel plan;

(ix) a noise and vibration management plan;

(x) an air quality management plan;

(xi) a site waste management plan; and

(xii) a materials management plan;

(b) where the construction environmental management plan relates to any phase other than the enabling phase, include or be accompanied by the following management plans relating to the works proposed in that phase—

(i) a detailed community liaison plan which must accord with the measures set out in the community liaison plan;

(ii) an emergency preparedness plan;

(iii) a pollution incident control plan;

(iv) a detailed wildlife hazard management plan which must accord with the measures set out in the wildlife hazard management plan relating to construction;

(v) a detailed soil management plan which must accord with the measures set out in the outline soil management plan;

(vi) a detailed construction water quality monitoring plan which must accord with the measures set out in the outline water quality monitoring plan relating to construction;

(vii) a detailed construction traffic management plan which must accord with the measures set out in the construction traffic management plan;

(viii) a detailed construction workers travel plan which must accord with the construction workers travel plan;

(ix) a noise and vibration management plan;

(x) an air quality management plan;

(xi) a site waste management plan;

(xii) a materials management plan;

(xiii) a detailed commissioning plan where the relevant phase includes commissioning which must accord with the outline commissioning plan; and

(xiv) where the relevant phase includes decommissioning, a detailed decommissioning plan which must accord with the outline decommissioning plan and which must include a timescale for completion of the decommissioning.

(3) Each phase must be carried out in accordance with the approved construction environmental management plan and associated management plans for that phase.

(4) The construction environmental management plan and associated management plans for each phase are to be kept under review and amended if necessary as construction proceeds and any amendments to the measures detailed in the approved construction environmental management plan or associated management plans must be undertaken in accordance with requirement 6.

Outfall

10.—(1) No phase of the authorised development comprising works within the area of Work No. 32 as shown on the works plans is to commence until a detailed construction outfall management and monitoring plan relating to the construction of works within that area has been submitted to and approved by the relevant planning authority following consultation by the relevant planning authority with Natural England, the Environment Agency and the relevant navigation authority.

(2) The detailed construction outfall management and monitoring plan submitted for approval must accord with the measures set out in the outline outfall management and monitoring plan relating to construction and must include—

(a) details of ditch habitat creation, monitoring and maintenance measures;

(b) details of any proposed restrictions on navigation on the river Cam during construction works;

(c) details of proposed communication of restrictions to river users and the relevant navigation authority; and

(d) details of public footpath diversions during construction and proposed reinstatement methods.

(3) The detailed construction outfall management and monitoring plan may be revised from time to time in accordance with requirement 6 following consultation with the Environment Agency, Natural England and the relevant navigation authority to reflect the requirements of any environmental permit, protected species licence or land drainage consent.

(4) Any works within the area of Work No. 32 must be carried out in accordance with the approved detailed construction outfall management and monitoring plan.

(5) The outfall forming part of Work No. 32 must not be brought into operational use until a detailed operational outfall management and monitoring plan has been submitted to and approved by the relevant planning authority following consultation by the relevant planning authority with Natural England, the Environment Agency and the relevant navigation authority.

(6) The detailed operational outfall management and monitoring plan submitted for approval must accord with the measures set out in the outline outfall management and monitoring plan relating to the operation of the outfall and must include—

(a) details of proposal for monitoring scour and bank erosion;

(b) potential adaptive management measures in the event of erosion arising from outfall operation;

(c) the circumstances in which adaptive management measures will be deployed; and

(d) details of ditch monitoring and maintenance measures.

(7) The detailed operational outfall management and monitoring plan may be revised from time to time in accordance with requirement 6 following consultation with the Environment Agency, Natural England and the relevant navigation authority to reflect the requirements of any environmental permit, protected species licence or land drainage consent.

(8) The detailed operational outfall management and monitoring plan must be implemented as approved upon commencement of operation of the outfall.

Landscape, ecological and recreational management plan

11.—(1) No phase of the authorised development is to commence until a detailed LERMP has been submitted to and approved by the relevant planning authority following consultation by the relevant planning authority with Natural England and the Environment Agency.

(2) The detailed LERMP submitted for approval must accord with the measures set out in the LERMP.

(3) The construction and operation of the authorised development must be carried out in accordance with the approved detailed LERMP.

Operational workers travel plan

12.—(1) Prior to the operation of the authorised development a detailed operational workers travel plan must be submitted to and approved in writing by the relevant planning authority.

(2) The detailed operational workers travel plan must accord with the measures set out in the operational workers travel plan.

(3) The detailed operational workers travel plan must be implemented upon commencement of the operation of the authorised development.

(4) The detailed operational workers travel plan may be revised from time to time in accordance with requirement 6.

Archaeological investigation mitigation strategy

13.—(1) No phase of the authorised development is to commence until—

(a) a detailed archaeological investigation mitigation strategy; and

(b) where required by the framework archaeological investigation mitigation strategy, a written scheme of investigation,

for that phase has been submitted to and approved in writing by the relevant planning authority.

(2) The detailed archaeological investigation mitigation strategy must accord with the measures set out in the framework archaeological investigation mitigation strategy.

(3) Each detailed archaeological investigation mitigation strategy and written scheme of investigation may be revised from time to time in accordance with requirement 6.

(4) Each phase must be carried out in accordance with the approved detailed archaeological investigation mitigation strategy and written scheme of investigation for that phase.

Construction lighting

14.—(1) No phase is to be commenced until a detailed construction lighting design strategy for that phase has been submitted to and approved in writing by the relevant planning authority.

(2) Each detailed construction lighting design strategy must accord with the measures set out in the lighting design strategy.

(3) Each phase must be carried out in accordance with the approved detailed construction lighting design strategy.

Drainage

15.—(1) Save for the enabling phase, no phase is to be commenced until a detailed drainage strategy for that phase setting out the permanent drainage measures to be provided as part of that phase has been submitted to and approved in writing by the relevant planning authority.

(2) Each detailed drainage strategy must accord with the measures set out in the drainage strategy in so far as they apply to the works in the relevant phase.

(3) Each phase must be carried out in accordance with the approved detailed drainage strategy.

Contamination risk

16.—(1) If, during the course of construction, contamination is discovered which was not previously identified in the environmental statement, construction must cease on that localised area of land within the Order limits and the contamination must be reported in writing to the relevant planning authority within 10 working days.

(2) Prior to the recommencement of construction on that localised area of land, suitable investigation and risk based land contamination assessment for the discovered contamination must be submitted to and approved in writing by the relevant planning authority in consultation with the Environment Agency.

(3) If the risk assessment of the contamination determines that remediation of the land is necessary, a written verification scheme and programme for the remedial measures to be taken to render the land fit for the authorised development must be submitted to and approved in writing by the relevant planning authority in consultation with the Environment Agency.

(4) Remediation must be carried out in accordance with the approved scheme.

Decommissioning

17. The undertaker must commence decommissioning no later than 3 months following the completion of commissioning or such longer date as may be agreed with the relevant planning authority.

Operational Asset Management Plan

18.—(1) Prior to the operation of the authorised development, an operational asset management plan must be submitted to and approved by the relevant planning authority.

(2) The operational asset management plan must incorporate the measures set out in the asset management plan.

(3) The authorised development must be operated in accordance with the approved operational asset management plan.

(4) The operational asset management plan may be revised from time to time in accordance with requirement 6.

Operational logistics traffic plan

19.—(1) Prior to the operation of the authorised development a detailed operational logistics traffic plan must be submitted to and approved in writing by the relevant planning authority.

(2) The detailed operational logistics traffic plan submitted for approval must accord with the measures set out in the outline operational logistics traffic plan and must include—

(a) details of HGV delivery times; and

(b) HGV routeing and monitoring proposals.

(3) The detailed operational logistics traffic plan may be revised from time to time in accordance with requirement 6.

(4) The operation of the authorised development must be in accordance with the approved detailed operational logistics traffic plan.

Odour management plan

20.—(1) No commissioning is to take place until a detailed odour management plan has been submitted to and approved in writing by the relevant planning authority.

(2) The detailed odour management plan must be in accordance with the measures in the preliminary odour management plan and the principles and assessments set out in the relevant part of the environmental statement.

(3) The authorised development must be operated in accordance with the approved detailed odour management plan.

Carbon management plan

21.—(1) Prior to the operation of the authorised development a detailed carbon management plan must be submitted to and approved in writing by the relevant planning authority.

(2) The detailed carbon management plan submitted for approval must accord with the measures set out in the outline carbon management plan and must detail how the operation of the authorised development achieves carbon net zero.

(3) The detailed carbon management plan may be revised from time to time in accordance with requirement 6.

(4) The authorised development must be operated in accordance with the approved detailed carbon management plan.

Operational water quality monitoring plan

22.—(1) Prior to the operation of the authorised development a detailed operational water quality monitoring plan must be submitted to and approved by the relevant planning authority.

(2) The detailed operational water quality monitoring plan submitted for approval must accord with the measures set out in the outline water quality monitoring plan relating to operation and must incorporate measures to monitor water quality.

(3) The detailed operational water quality monitoring plan may be revised from time to time in accordance with requirement 6.

(4) The operation of the authorised development must be carried out in accordance with the approved detailed operational water quality monitoring plan.

Discovery centre

23.—(1) Prior to the operation of the discovery centre in the gateway building, a scheme must be submitted to and approved by the relevant planning authority.

(2) The scheme submitted pursuant to paragraph (1) above must detail how the discovery centre will operate incorporating measures for—

(a) attendance by appointment only;

(b) an education programme;

(c) scheduled opportunities for local schools and groups; and

(d) management of visitor parking arrangements.

(3) The discovery centre must be operated in accordance with the approved scheme.

Operational Wildlife Hazard Management Plan

24.—(1) Prior to the operation of the authorised development a detailed operational wildlife hazard management plan must be submitted to and approved by the relevant planning authority.

(2) The detailed operational wildlife hazard management plan submitted for approval must accord with the measures set out in the wildlife hazard management plan relating to the operation of the authorised development.

(3) The detailed operational wildlife hazard management plan may be revised from time to time in accordance with requirement 6.

(4) The operation of the authorised development must be carried out in accordance with the approved detailed operational wildlife hazard management plan.

Biodiversity net gain

25.—(1) No phase of the authorised development is to be commenced until an updated biodiversity net gain report has been submitted to and approved by the relevant planning authority.

(2) The updated biodiversity net gain report submitted for approval must include—

(a) how the measures contained within it deliver and secure twenty percent biodiversity net gain for the whole of the authorised development excluding any biodiversity net gain to be provided as river units;

(b) details of measures to deliver and secure twenty percent biodiversity net gain comprising river units within or outside of the Order limits;

(c) details of the habitat management and monitoring of the biodiversity net gain for the whole of the authorised development; and

(d) an updated biodiversity metric calculation or an explanation of why a biodiversity metric calculation is not necessary.

(3) The updated biodiversity net gain report may be revised from time to time in accordance with requirement 6.

(4) The construction and operation of the authorised development must be carried out in accordance with the approved updated biodiversity net gain report.

(5) For the purposes of this requirement, "biodiversity metric calculation" means a calculation in accordance with the metric in Appendix D of the biodiversity net gain report.

Temporary stopping up of public rights of way

26. No phase of the authorised development which includes the temporary stopping up of a public right of way is to commence until the undertaker has provided the relevant highway authority with a programme of stopping up for those public rights of way to be temporarily stopped up in that phase.

Bridleway

27.—(1) Work No. 38 is not to be commenced until a bridleway gates and signage scheme for Work No. 38 has been submitted to and approved in writing by the relevant planning authority.

(2) The bridleway gates and signage scheme must contain details of the gates and signage to be provided.

(3) Work No. 38 must be carried out in accordance with the approved bridleway gates and signage scheme.

PART 2

PROCEDURE FOR DISCHARGE OF CERTAIN APPROVALS

Applications made for certain approvals

1.—(1) Where an application has been made to a discharging authority for any consent, agreement or approval required or contemplated by any of the provisions of this Order the discharging authority must give written notice to the undertaker of its decision on the application before the end of the decision period.

(2) For the purposes of sub-paragraph (1), the decision period is—

(a) where no further information is requested under paragraph 2, 42 days from the day immediately following that on which the application is received by the discharging authority;

(b) where further information is requested under paragraph 2, 42 days from the day immediately following that on which the further information has been supplied by the undertaker under paragraph 2; or

(c) such longer period as may be agreed by the undertaker and the discharging authority in writing before the end of the period in sub-paragraph (a) or (b).

Further information

2.—(1) In relation to any application to which this Schedule applies, the discharging authority has the right to request such further information from the undertaker as is necessary to enable it to consider the application.

(2) If the discharging authority considers such further information to be necessary it must, within 10 business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the discharging authority does not give such notification as specified in sub-paragraph (2) it is to be 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.

Appeals

3.—(1) The undertaker may appeal in the event that—

(a) the discharging authority refuses an application for any consent, agreement or approval required or contemplated by any of the provisions of this Order or grants it subject to conditions;

(b) the discharging authority does not give notice of its decision to the undertaker within the decision period specified in paragraph 1;

(c) on receipt of a request for further information under paragraph 2 the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not necessary for consideration of the application; or

(d) on receipt of any further information requested, the discharging authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The appeal process is as follows—

(a) any appeal by the undertaker must be made within 42 days of the date of the notice of the decision or determination, or (where no determination has been made) expiry of the decision period as determined under paragraph 1;

(b) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the discharging authority and any requirement consultees;

(c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to determine the appeal ("the appointed person") (Appointed by the Planning Inspectorate on behalf of the Secretary of State) and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person's attention should be sent;

(d) the discharging authority and the requirement consultees must submit written representations to the appointed person in respect of the appeal within 20 business days of the date on which the appeal parties are notified of the appointment of a person under paragraph (c) and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person; and

(e) the appeal parties must make any counter-submissions to the appointed person within 20 business days of receipt of written representations under paragraph (d).

(3) The appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as is reasonably practicable.

(4) The appointment of the person pursuant to sub-paragraph (c) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(5) If the appointed person considers that further information is necessary to enable consideration of the appeal the appointed person must, as soon as practicable, notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(6) Any further information required under sub-paragraph (5) is to be provided by the party from whom the information is sought to the appointed person and to other appeal parties by the date specified by the appointed person. Any written representation concerning matters contained in the further information must be submitted to the appointed person, and made available to all appeal parties within 10 business days of that date.

(7) On an appeal under this paragraph, the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(8) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the prescribed time limits, or set by the appointed person under this paragraph.

(9) The appointed person may proceed to a decision even though no written representations have been made within the prescribed time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(10) The decision of the appointed person on an appeal is to be final and binding on the appeal parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(11) If an approval is given by the appointed person pursuant to this Schedule, it is be deemed to be an approval for the purpose of any consent, agreement or approval required under the Order or for the purpose of Part 1 of Schedule 2 (requirements) as if it has been given by the discharging authority. The discharging authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(12) Except where a direction is given under sub-paragraph (13) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person are to be met by the undertaker. The costs of the appointed person are calculated based on the applicable day rate for a Single Inspector as if he or she were appointed under section 78(**a**) (single appointed person to handle application) and section 79(**b**) (appointment of single appointed person) of the 2008 Act.

(13) On application by the discharging authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to the Planning Practice Guidance published by the Department for Communities and Local Government on 6th March 2014 or any circular or guidance which may from time to time replace it.

Interpretation of Part 2 of Schedule 2

4. In this Part of this Schedule—

"the appeal parties" means the discharging authority, the undertaker and any requirement consultees; and

"requirement consultee" means any body named in a requirement which is the subject of an appeal as a body to be consulted by the discharging authority in discharging that requirement.

SCHEDULE 3

Article 10

STREETS SUBJECT TO STREET WORKS

(1) Area	*(2) Street within the Order limits subject to street works*
Cambridge City Council	Cowley Road
Cambridge City Council	Private access road within the existing Cambridge waste water treatment works
South Cambridgeshire District Council	Fen Road

(**a**) Section 78 was amended by paragraph 30 of Schedule 13 to the Localism Act 2011 (c. 20).
(**b**) Section 79 was amended by paragraph 31 of Schedule 13 to the Localism Act 2011 (c. 20).

South Cambridgeshire District Council	Footpath 85/6 and associated private track north of Green End and east of the river Cam
South Cambridgeshire District Council	Footpath 85/6 north of the A14
South Cambridgeshire District Council	Poplar Hall's private track between the B1047 Horningsea Road and Footpath 85/6 east of the river Cam under the A14
South Cambridgeshire District Council	Footpath 85/8 south of Biggin Hall
South Cambridgeshire District Council	B1047 (Horningsea Road)
South Cambridgeshire District Council	Horningsea Road
South Cambridgeshire District Council	A14 Mainline (Westbound)
South Cambridgeshire District Council	A14 Mainline (Eastbound)
South Cambridgeshire District Council	A14 Eastbound Off-Slip (Junction 34)
South Cambridgeshire District Council	A14 Westbound On-Slip (Junction 34)
South Cambridgeshire District Council	Low Fen Drove Way (adopted public highway)
South Cambridgeshire District Council	Low Fen Drove Way (Byway 14)
South Cambridgeshire District Council	Private track between Low Fen Drove Way and Station Road
South Cambridgeshire District Council	Private section of Station Road at northern end of adopted public highway
South Cambridgeshire District Council	Private track through fields leading south-east from Gayton Farm, Horningsea
South Cambridgeshire District Council	Private track through fields leading north-east from Gayton Farm, Horningsea, and south of the reservoir
South Cambridgeshire District Council	Footpath FP130/6 and associated private track through fields leading north-east from Gayton Farm, Horningsea, and north of the reservoir
South Cambridgeshire District Council	Clayhithe Road, including layby
South Cambridgeshire District Council	Bridleway 130/8 and associated private track leading east from the Clayhithe Road layby
South Cambridgeshire District Council	Footpath FP130/10 and associated private track east of Grange Farm
South Cambridgeshire District Council	Private track off Clayhithe Road into and through Grange Farm
South Cambridgeshire District Council	Footpath FP130/16 south of Riverside Farm
South Cambridgeshire District Council	Private track through fields east of Riverside Farm
South Cambridgeshire District Council	Hatridge's Lane – public adopted highway
South Cambridgeshire District Council	Hatridge's Lane – private track north of Riverside Farm
South Cambridgeshire District Council	Footpath FP130/12 and associated private track leading west from the junction with Hatridge's Lane and access to Riverside Farm

South Cambridgeshire District Council	Footpath FP130/16 and associated private track through Riverside Farm at the junction of Hatridge's Lane
South Cambridgeshire District Council	Footpath 130/13 and associated Halingway track east side of the river Cam, east of Cam Sailing Club, Waterbeach
South Cambridgeshire District Council	Footpath FP247/10 and associated private track through the field on the west side of the river Cam, north of Cam Sailing Club, Waterbeach
South Cambridgeshire District Council	Burgess's Drove
South Cambridgeshire District Council	Long Drove
South Cambridgeshire District Council	Bannold Road
South Cambridgeshire District Council	Track north of Bannold Drove junction with Kirby Road
South Cambridgeshire District Council	Private track to Waterbeach Water Recycling Centre

SCHEDULE 4

Article 11

STREETS SUBJECT TO ALTERATION OF LAYOUT

(1) Area	*(2) Street to be altered*	*(3) Description of alteration*
South Cambridgeshire District Council	B1047 and Horningsea Road	Works to permanently alter the width, alignment and layout of the carriageway, kerb, footpath, footway, cycle track, verge, bridge structure and/or central reservation within the street as shown on the highways plans (Document number 4.11.1 as described in column (2) of Schedule 18)
South Cambridgeshire District Council	A14 Westbound On-Slip (Junction 34)	Works to permanently alter the width and layout of the carriageway, kerb, and verge within the street at the junction with B1047 Horningsea Road as shown on the highways plans (Document number 4.11.1 as described in column (2) of Schedule 18)
South Cambridgeshire District Council	A14 Eastbound Off-Slip (Junction 34)	Works to permanently alter the width and layout of the carriageway, kerb, verge and drainage within the street at the junction with B1047 Horningsea Road as shown on the highways plans (Document number 4.11.1 as described in column (2) of Schedule 18)
South Cambridgeshire District Council	Low Fen Drove Way	Works to alter access along and off the street for construction vehicles by: altering the width and layout of the carriageway and verge; making and maintaining passing places; surfacing or re-surfacing the highway; and to provide landscaping, trees and hedges
South Cambridgeshire District Council	Burgess's Drove	Works to alter access along and off the street for construction vehicles by:

		altering the width and layout of the carriageway and verge; making and maintaining passing places; and to provide landscaping, trees and hedges

SCHEDULE 5

Article 12

STREETS TO BE TEMPORARILY STOPPED UP

(1) Area	*(2) Street to be temporarily stopped up*	*(3) Extent of temporary stopping up*
South Cambridgeshire District Council	A14 Mainline Westbound Junction 33 to Junction 35	The extent shown with a light blue line on the access and traffic regulation order plans between point TC1 on sheet 1 (Document number 4.7.1 as described in column (2) of Schedule 18) and TC2 on sheet 5 (Document number 4.7.5 as described in column (2) of Schedule 18)
South Cambridgeshire District Council	A14 Mainline Eastbound Junction 35 to Junction 33	The extent shown with a light blue line on the access and traffic regulation order plans between point TC3 on sheet 1 (Document number 4.7.1 as described in column (2) of Schedule 18) and point TC4 on sheet 5 (Document number 4.7.5 as described in column (2) of Schedule 18)
South Cambridgeshire District Council	A14 Junction 33 Eastbound On Slip	The extent shown with a light blue line on sheet 1 (Document number 4.7.1 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC5 and point TC6
South Cambridgeshire District Council	A14 Junction 33 Westbound Off-Slip	The extent shown with a light blue line on sheet 1 (Document number 4.7.1 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC7 and point TC8
South Cambridgeshire District Council	A14 Junction 34 Eastbound Off-Slip	The extent shown with a light blue line on sheet 2 (Document number 4.7.2 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC9 and point TC10
South Cambridgeshire District	A14 Junction 34 Westbound	The extent shown with a light

Council	On Slip	blue line on sheet 2 (Document number 4.7.2 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC11 and point TC12
South Cambridgeshire District Council	A14 Junction 35 Eastbound Off Slip	The extent shown with a light blue line on sheet 5 (Document number 4.7.5 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC13 and point TC14
South Cambridgeshire District Council	A14 Junction 35 Westbound On Slip	The extent shown with a light blue line on sheet 5 (Document number 4.7.5 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC15 and point TC16
South Cambridgeshire District Council	Low Fen Drove Way	The extent shown with a light blue line on the access and traffic regulation order plans between point TC17 on sheet 3 (Document number 4.7.3 as described in column (2) of Schedule 18) and points TC18a and TC18b on sheet 4 (Document number 4.7.4 as described in column (2) of Schedule 18)
South Cambridgeshire District Council	Private track through fields leading south-east from Gayton Farm, Horningsea	The extent shown with a light blue line on sheet 7 (Document number 4.7.7 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC19 and point TC20
South Cambridgeshire District Council	Private track through fields north-east of Gayton Farm, Horningsea, and south of the reservoir	The extent shown with a light blue line on sheet 7 (Document number 4.7.7 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC21 and point TC22
South Cambridgeshire District Council	Private track through fields north-east of Gayton Farm, Horningsea, and north of the reservoir	The extent shown with a light blue line on sheet 8 (Document number 4.7.8 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC23 and point TC24
South Cambridgeshire District Council	Private track leading east from the layby on Clayhithe Road	The extent shown with a light blue line on sheet 8 (Document number 4.7.8 as described in column (2) of Schedule 18) of

		the access and traffic regulation order plans between point TC25 and point TC26
South Cambridgeshire District Council	Private track east of Grange Farm	The extent shown with a light blue line on sheet 8 (Document number 4.7.8 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC27 and point TC28
South Cambridgeshire District Council	Private track east from Riverside Farm	The extent shown with a light blue line on sheet 9 (Document number 4.7.9 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC29 and point TC30
South Cambridgeshire District Council	Hatridge's Lane	The extent shown with a light blue line on sheet 9 (Document number 4.7.9 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC31 and point TC32
South Cambridgeshire District Council	Burgess's Drove	The extent shown with a light blue line on the access and traffic regulation order plans between point TC33 on sheet 9 (Document number 4.7.9 as described in column (2) of Schedule 18) and point TC34 on sheet 10 (Document number 4.7.10 as described in column (2) of Schedule 18)
South Cambridgeshire District Council	Track north of Bannold Drove and the junction with Kirby Road	The extent shown with a light blue line on sheet 10 (Document number 4.7.10 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC35 and point TC36
South Cambridgeshire District Council	Private track to Waterbeach Water Recycling Centre west from the track north of Bannold Drove and the junction with Kirby Road	The extent shown with a light blue line on sheet 10 (Document number 4.7.10 as described in column (2) of Schedule 18) of the access and traffic regulation order plans between point TC37 and point TC38

SCHEDULE 6

Article 13

PUBLIC RIGHTS OF WAY

PART 1

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

(1) Area	*(2) Public right of way to be temporarily stopped up*	*(3) Extent of temporary diversion*	*(4) Stage of the authorised development*
South Cambridgeshire District Council	Footpath FP85/6 north of the A14 shown with a wavy red line between points R1 and R2 on sheet 2 of the rights of way plans (Document number 4.6.2 as described in column (2) of Schedule 18)	The route shown indicatively with orange dots between points R1 and R2 on sheet 2 of the rights of way plans (Document number 4.6.2 as described in column (2) of Schedule 18)	During the carrying out of Work Nos. 31, 32 and 39
South Cambridgeshire District Council	Footpath FP130/6 south-east of the layby on Clayhithe Road shown with a wavy red line between points R3 and R4 on sheet 8 of the rights of way plans (Document number 4.6.8 as described in column (2) of Schedule 18)	The route shown indicatively with orange dots between points R3 and R4 on sheet 8 of the rights of way plans (Document number 4.6.8 as described in column (2) of Schedule 18)	During the carrying out of Work Nos. 33 and 34
South Cambridgeshire District Council	Bridleway 130/8 north-east of the layby on Clayhithe Road shown with a wavy red line between points R5 and R6 on sheet 8 of the rights of way plans (Document number 4.6.8 as described in column (2) of Schedule 18)	The route shown indicatively with orange dots between points R5 and R6 on sheet 8 of the rights of way plans (Document number 4.6.8 as described in column (2) of Schedule 18)	During the carrying out of Work Nos. 33 and 34
South Cambridgeshire District Council	Footpath FP130/10 east of Grange Farm shown with a wavy red line between points R7 and R8 on sheet 8 of the rights of way plans (Document number 4.6.8 as described in column (2) of Schedule 18)	The route shown indicatively with orange dots between points R7 and R8 on sheet 8 of the rights of way plans (Document number 4.6.8 as described in column (2) of Schedule 18)	During the carrying out of Work No. 33
South Cambridgeshire	Footpath FP130/16	The route shown	During the carrying

District Council	south-east of Riverside Farm shown with a wavy red line between points R9 and R10 on sheet 9 of the rights of way plans (Document number 4.6.9 as described in column (2) of Schedule 18)	indicatively with orange dots between points R9 and R10 on sheet 9 of the rights of way plans (Document number 4.6.9 as described in column (2) of Schedule 18)	out of Work No. 33
South Cambridgeshire District Council	Footpaths FP130/12 and FP130/16 across Hatridge's Lane and through Riverside Farm shown with a wavy red line between points R11 and R12 on sheet 9 of the rights of way plans (Document number 4.6.9 as described in column (2) of Schedule 18)	The route shown indicatively with orange dots between points R11 and R12 on sheet 9 of the rights of way plans (Document number 4.6.9 as described in column (2) of Schedule 18)	During the carrying out of Work Nos. 33 and 37
South Cambridgeshire District Council	Footpath FP247/10 north of the river Cam and south of Burgess's Drove shown with a wavy red line between points R13 and R14 on sheet 9 of the rights of way plans (Document number 4.6.9 as described in column (2) of Schedule 18)	The route shown indicatively with orange dots between points R13 and R14 on sheet 9 of the rights of way plans (Document number 4.6.9 as described in column (2) of Schedule 18)	During the carrying out of Work No. 33
South Cambridgeshire District Council	Footpath FP85/8 north of the A14 shown with a wavy red line between points R15 and R16 on sheet 2 of the rights of way plans (Document number 4.6.2 as described in column (2) of Schedule 18)	The route shown indicatively with orange dots between points R15 and R16 on sheet 2 of the rights of way plans (Document number 4.6.2 as described in column (2) of Schedule 18)	During the carrying out of Work No. 31

PART 2

NEW PUBLIC RIGHT OF WAY TO BE CREATED

(1) Area	*(2) Public right of way to be created*	*(3) Extent of new public right of way to be created*	*(4) Stage of the authorised development*
South Cambridgeshire District Council	Bridleway between Low Fen Drove Way (Byway 14) and Station Road	A new public bridleway between points B1 and B2 as shown coloured purple on sheet 6 of the rights of way plans	Completion of Work No. 38 and before completion of Work No. 23

		(Document number 4.6.6 as described in column (2) of Schedule 18)	

SCHEDULE 7

Article 14

ACCESS TO WORKS

(1) Area	*(2) Description of access*	*(3) Purpose*
Cambridge City Council	Vehicular access off Cowley Road into the existing Cambridge waste water treatment plant as shown indicatively with a yellow label and referenced COA1 on sheet 1 of the access and traffic regulation order plans (Document number 4.7.1 as described in column (2) of Schedule 18)	Construction operation and maintenance of the authorised development
South Cambridgeshire District Council	Vehicular access off Fen Road as shown indicatively with a yellow label and referenced CA1 on sheet 1 of the access and traffic regulation order plans (Document number 4.7.1 as described in column (2) of Schedule 18)	Construction of Work No. 36
South Cambridgeshire District Council	Vehicular access off the private track leading to the substation off Fen Road as shown indicatively with a yellow label and referenced OA1 on sheet 1 of the access and traffic regulation order plans (Document number 4.7.1 as described in column (2) of Schedule 18)	Operation and maintenance of Work No. 27, Work No. 30 and Work No. 36
South Cambridgeshire District Council	Vehicular access to the west off the B1047 (Horningsea Road), south of the A14, as shown indicatively with a yellow label and referenced CA2 on sheet 2 of the access and traffic regulation order plans (Document number 4.7.2 as described in column (2) of Schedule 18)	Construction of Work No. 28, Work No. 29, Work No. 34 and Work No. 36
South Cambridgeshire District Council	Vehicular access to the east off the B1047 (Horningsea Road), south of the A14, as shown indicatively with a yellow label and referenced CA3 on sheet 2 of the access and traffic	Construction of Work No. 36

	regulation order plans (Document number 4.7.2 as described in column (2) of Schedule 18)	
South Cambridgeshire District Council	Vehicular access to the east off the B1047 (Horningsea Road), south of the A14, as shown indicatively with a yellow label and referenced OA2 on sheet 2 of the access and traffic regulation order plans (Document number 4.7.2 as described in column (2) of Schedule 18)	Operation and maintenance of Work No. 36
South Cambridgeshire District Council	Vehicular access to the west off the B1047 (Horningsea Road) to fields north and south of the A14, via the private track leading to Poplar Hall and under the A14 overbridge, as shown indicatively with a yellow label and referenced COA2 on sheet 2 of the access and traffic regulation order plans (Document number 4.7.2 as described in column (2) of Schedule 18)	Construction of Work No. 29 and 34, operation and maintenance of Work No. 31, 32, 36 and 39
South Cambridgeshire District Council	Vehicular access off A14 mainline westbound carriageway to land between the A14 mainline and A14 Westbound On-Slip Road as shown indicatively with a yellow label and referenced CA4 on sheet 2 of the access and traffic regulation order plans (Document number 4.7.2 as described in column (2) of Schedule 18)	Construction of Work No. 1
South Cambridgeshire District Council	Vehicular access off A14 mainline westbound carriageway to land between the A14 mainline and A14 Eastbound Off-Slip Road immediately north of the A14 overbridge as shown indicatively with a yellow label and referenced CA5 on sheet 2 of the access and traffic regulation order plans (Document number 4.7.2 as described in column (2) of Schedule 18)	Construction Work No. 1
South Cambridgeshire District Council	Vehicular access off A14 eastbound off-slip road to land between the A14 mainline and A14 Eastbound Off-Slip Road	Construction of Work No. 1

	immediately south of the Off-Slip Road as shown indicatively with a yellow label and referenced CA6 on sheet 2 of the access and traffic regulation order plans (Document number 4.7.2 as described in column (2) of Schedule 18)	
South Cambridgeshire District Council	Vehicular access between two fields south-west of Biggin Hall as shown indicatively with a yellow label and referenced CA7 on sheet 2 of the access and traffic regulation order plans (Document number 4.7.2 as described in column (2) of Schedule 18)	Construction of Work Nos. 31, 32 and 39
South Cambridgeshire District Council	Vehicular access to the west off Horningsea Road, north of the A14, as shown indicatively with a yellow label and referenced CA8 on sheet 3 of the access and traffic regulation order plans (Document number 4.7.3 as described in column (2) of Schedule 18)	Construction of Work Nos. 31, 32 and 39
South Cambridgeshire District Council	Vehicular access to the east off Horningsea Road, south of the A14, as shown indicatively with a yellow label and referenced CA9 on sheet 3 of the access and traffic regulation order plans (Document number 4.7.3 as described in column (2) of Schedule 18)	Construction of Work Nos. 31, 32 and 39
South Cambridgeshire District Council	Vehicular access to the south off Low Fen Drove Way at the junction of Horningsea Road, as shown indicatively with a yellow label and referenced CA10 on sheet 3 of the access and traffic regulation plans (Document number 4.7.3 as described in column (2) of Schedule 18)	Construction of the authorised development
South Cambridgeshire District Council	Vehicular access to the north off Low Fen Drove Way at the junction of Horningsea Road as shown indicatively with a yellow label and referenced COA3 on sheet 3 of the access and traffic regulation plans (Document number 4.7.3 as described in column (2) of	Construction, operation and maintenance of the authorised development

	Schedule 18)	
South Cambridgeshire District Council	Vehicular access leading south off Low Fen Drove Way as shown indicatively with a yellow label and referenced COA4 on sheet 3 of the access and traffic regulation order plans (Document number 4.7.3 as described in column (2) of Schedule 18)	Construction, operation and maintenance of Work Nos. 33, 34 and 37
South Cambridgeshire District Council	Vehicular access leading north off Low Fen Drove Way as shown indicatively with a yellow label and referenced COA5 on sheet 3 of the access and traffic regulation order plans (Document number 4.7.3 as described in column (2) of Schedule 18)	Construction, operation and maintenance of Work Nos. 33, 34 and 37
South Cambridgeshire District Council	Vehicular access east off Low Fen Drove Way to private track as shown indicatively with a yellow label and referenced CA11 on sheet 4 of the access and traffic regulation order plans (Document number 4.7.4 as described in column (2) of Schedule 18)	Construction of Work No. 23
South Cambridgeshire District Council	Vehicular access to private track leading east off Low Fen Drove Way Byway 14 as shown indicatively with a yellow label and referenced CA12 on sheet 6 of the access and traffic regulation order plans (Document number 4.7.6 as described in column (2) of Schedule 18)	Construction of Work No. 38
South Cambridgeshire District Council	Vehicular access to the private track leading south-west off Station Road (private road) as shown indicatively with a yellow label and referenced CA13 on sheet 6 of the access and traffic regulation order plans (Document number 4.7.6 as described in column (2) of Schedule 18)	Construction of Work No. 38
South Cambridgeshire District Council	Vehicular access to the east off Horningsea Road as shown indicatively with a yellow label and referenced COA6 on sheet 7 of the access and traffic regulation order plans (Document number 4.7.7 as	Construction of Work Nos. 23 and 24, operation and maintenance of Work Nos. 23 and 24

	described in column (2) of Schedule 18)	
South Cambridgeshire District Council	Vehicular access north and south off the private track south-east of Gayton Farm to fields east of the farm, as shown indicatively with a yellow label and referenced COA7 on sheet 7 of the access and traffic regulation order plans (Document number 4.7.7 as described in column (2) of Schedule 18)	Construction, operation and maintenance of Work Nos. 33 and 34
South Cambridgeshire District Council	Vehicular access off the private track south-east of Gayton Farm to fields east of the farm, as shown indicatively with a yellow label and referenced OA3 on sheet 7 of the access and traffic regulation order plans (Document number 4.7.7 as described in column (2) of Schedule 18)	Operation and maintenance of Work No. 33
South Cambridgeshire District Council	Vehicular access off Clayhithe Road leading to Gayton Farm as shown indicatively with a yellow label and referenced OA4 on sheet 7 of the access and traffic regulation order plans (Document number 4.7.7 as described in column (2) of Schedule 18)	Operation and maintenance of Work No. 33
South Cambridgeshire District Council	Vehicular access off the private track east of Gayton Farm and west of the reservoir as shown indicatively with a yellow label and referenced CA14 on sheet 7 of the access and traffic regulation order plans (Document number 4.7.7 as described in column (2) of Schedule 18)	Construction of Work Nos. 33 and 34
South Cambridgeshire District Council	Vehicular access off the private track north-east of Gayton Farm and north of the reservoir as shown indicatively with a yellow label and referenced CA15 on sheet 8 of the access and traffic regulation order plans (Document number 4.7.8 as described in column (2) of Schedule 18)	Construction of Work Nos. 33 and 34
South Cambridgeshire District Council	Vehicular access leading south-east from the layby on Clayhithe Road as shown indicatively with a yellow label	Construction of Work Nos. 33, 34 and 37

	and referenced CA16 on sheet 8 of the access and traffic regulation order plans (Document number 4.7.8 as described in column (2) of Schedule 18)	
South Cambridgeshire District Council	Vehicular access off the track north-east from the layby on Clayhithe Road in the field east of the layby and south of track as shown indicatively with a yellow label and referenced OA5 on sheet 8 of the access and traffic regulation order plans (Document number 4.7.8 as described in column (2) of Schedule 18)	Operation and maintenance of Work No. 33
South Cambridgeshire District Council	Vehicular access off bridleway 130/8 north east of the layby on Clayhithe Road as shown indicatively with a yellow label and referenced CA30 on sheet 8 of the access and traffic regulation order plans (Document number 4.7.8 as described in column (2) of Schedule 18)	Construction of Work Nos. 33 and 34
South Cambridgeshire District Council	Vehicular access between two fields north of bridleway 130/8 and east of footpath 130/10 south of Grange Farm as shown indicatively with a yellow label and referenced CA17 on sheet 8 of the access and traffic regulation order plans (Document number 4.7.8 as described in column (2) of Schedule 18)	Construction of Work Nos. 33 and 34
South Cambridgeshire District Council	Vehicular access to the west and east off the private track east of Grange Farm as shown indicatively with a yellow label and referenced COA8 on sheet 8 of the access and traffic regulation order plans (Document number 4.7.8 as described in column (2) of Schedule 18)	Construction of Work Nos. 33 and 34, operation and maintenance of Work No. 33
South Cambridgeshire District Council	Vehicular access off the private track leading east through Grange Farm, to fields east of the farm, as shown indicatively with a yellow label and referenced CA18 on sheet 8 of the access and traffic regulation order plans (Document number 4.7.8 as	Construction of Work Nos. 33, 34 and 37

	described in column (2) of Schedule 18)	
South Cambridgeshire District Council	Vehicular access off the private track leading south around the boundary of Grange Farm, as shown indicatively with a yellow label and referenced OA6 on sheet 8 of the access and traffic regulation order plans (Document number 4.7.8 as described in column (2) of Schedule 18)	Operation and maintenance of Work No. 33
South Cambridgeshire District Council	Vehicular access off Clayhithe Road leading into the private track at Grange Farm as shown indicatively with a yellow label and referenced COA9 on sheet 8 of the access and traffic regulation order plans (Document number 4.7.8 as described in column (2) of Schedule 18)	Construction of Work Nos. 33, 34 and 37, operation and maintenance of Work No. 33
South Cambridgeshire District Council	Vehicular access between two fields north-east of Grange Farm as shown indicatively with a yellow label and referenced COA10 on sheet 8 of the access and traffic regulation order plans (Document number 4.7.8 as described in column (2) of Schedule 18)	Construction operation and maintenance of Work No. 33
South Cambridgeshire District Council	Vehicular access north and south off the private track east of Riverside Farm as shown indicatively with a yellow label and referenced CA19 on sheet 9 of the access and traffic regulation order plans (Document number 4.7.9 as described in column (2) of Schedule 18)	Construction of Work No. 33
South Cambridgeshire District Council	Vehicular access off Clayhithe Road into Hatridge's Lane leading towards Riverside Farm and the field to the south of Hatridge's Lane as shown indicatively with a yellow label and referenced CA20 on sheet 9 of the access and traffic regulation order plans (Document number 4.7.9 as described in column (2) of Schedule 18)	Construction of Work No. 33
South Cambridgeshire District Council	Vehicular access off the street between Clayhithe Road and	Construction of Work No. 37

	Riverside Farm to the field south of Hatridge's Lane as shown indicatively with a yellow label and referenced CA21 on sheet 9 of the access and traffic regulation order plans (Document number 4.7.9 as described in column (2) of Schedule 18)	
South Cambridgeshire District Council	Vehicular access to the east off Hatridge's Lane onto the track through Riverside Farm as shown indicatively with a yellow label and referenced CA22 on sheet 9 of the access and traffic regulation order plans (Document number 4.7.9 as described in column (2) of Schedule 18)	Construction of Work No. 37
South Cambridgeshire District Council	Vehicular access to the north off the track west of Hatridge's Lane to the west of Riverside Farm as shown indicatively with a yellow label and referenced CA23 on sheet 9 of the access and traffic regulation order plans (Document number 4.7.9 as described in column (2) of Schedule 18)	Construction of Work Nos. 33 and 37
South Cambridgeshire District Council	Vehicular access off the private track and leading along Hatridge's Lane and west of Riverside Farm as shown indicatively with a yellow label and referenced OA7 on sheet 9 of the access and traffic regulation order plans (Document number 4.7.9 as described in column (2) of Schedule 18)	Operation and maintenance of Work No. 33
South Cambridgeshire District Council	Vehicular access to the west and east off Hatridge's Lane north of Riverside Farm as shown indicatively with a yellow label and referenced COA11 on sheet 9 of the access and traffic regulation order plans (Document number 4.7.9 as described in column (2) of Schedule 18)	Construction of Work Nos. 33 and 37, operation and maintenance of Work No. 33
South Cambridgeshire District Council	Vehicular access to the west and east off the track that forms footpath 247/10 as shown indicatively with a yellow label and referenced CA24 on sheet 9 of the access	Construction of Work Nos. 33 and 37

	and traffic regulation order plans (Document number 4.7.9 as described in column (2) of Schedule 18)	
South Cambridgeshire District Council	Vehicular access to the east off Burgess's Drove as shown indicatively with a yellow label and referenced CA25 on sheet 9 of the access and traffic regulation order plans (Document number 4.7.9 as described in column (2) of Schedule 18)	Construction of Work No. 33
South Cambridgeshire District Council	Vehicular access to the south off Burgess's Drove as shown indicatively with a yellow label and referenced COA12 on sheet 9 of the access and traffic regulation order plans (Document number 4.7.9 as described in column (2) of Schedule 18)	Construction, operation and maintenance of Work No. 33
South Cambridgeshire District Council	Vehicular access to the west off Burgess's Drove as shown indicatively with a yellow label referenced CA26 on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Construction of Work Nos. 33 and 37
South Cambridgeshire District Council	Vehicular access to the east off Burgess's Drove as shown indicatively with a yellow label referenced COA13 on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Construction, operation and maintenance of Work No. 33
South Cambridgeshire District Council	Vehicular access to the west off Burgess's Drove as shown indicatively with a yellow label referenced CA27 on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Construction of Work No. 33
South Cambridgeshire District Council	Vehicular access to the west off Burgess's Drove as shown indicatively with a yellow label referenced CA28 on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as	Construction of Work No. 33

	described in column (2) of Schedule 18)	
South Cambridgeshire District Council	Vehicular access to the north off Bannold Road as shown indicatively with a yellow label referenced COA14 on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Construction Work Nos. 30, 33 and 34, operation and maintenance of Work Nos. 30 and 33
South Cambridgeshire District Council	Vehicular access to the west off Long Drove as shown indicatively with a yellow label referenced CA29 on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Construction of Work Nos. 30, 33, 34 and 37
South Cambridgeshire District Council	Vehicular access north and south between two fields east of the Cambridge to King's Lynn railway line as shown indicatively with a yellow label referenced COA15 on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Construction, operation and maintenance of Work Nos. 30 and 33
South Cambridgeshire District Council	Vehicular access to the east off Bannold Drove as shown indicatively with a yellow label referenced COA16 on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Construction, operation and maintenance of Work No. 33
South Cambridgeshire District Council	Vehicular access to the east off Bannold Drove as shown indicatively with a yellow label referenced COA17 on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Construction, operation and maintenance of Work No. 33
South Cambridgeshire District Council	Vehicular access to the west off Bannold Drove and leading to the Waterbeach Water Recycling Centre as shown indicatively with a yellow label referenced COA18 on sheet 10	Construction, operation and maintenance of Work No. 33

	of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	

SCHEDULE 8

Article 16

SPEED LIMITS

PART 1

TEMPORARY SPEED LIMITS

(1) Location	*(2) Temporary Speed Limit to be imposed*	*(3) Description*	*(4) Duration*
Cowley Road	5 mph	The length of Cowley Road within the Order limits	During the carrying out of any works within the boundary of the existing Cambridge waste water treatment plant and Work No. 17
Fen Road	5 mph	The length of Fen Road within the Order limits	During the carrying out of Work No. 33
A14 Mainline Eastbound	40 mph	Between the connection with the A14 junction 33 on-slip to the connection with the A14 junction 35 off-slip	During the carrying out of Work Nos. 1 and 2
A14 Mainline Westbound	40 mph	Between the connection with the A14 junction 35 on-slip to the connection with the A14 junction 33 off-slip	During the carrying out of Work Nos. 1 and 2
A14 Eastbound Off-Slip (Junction 34)	20 mph	The length of the slip road between the A14 mainline eastbound carriageway and the B1047 and Horningsea Road	During the carrying out of Work Nos. 1 and 2
A14 Westbound On-Slip (Junction 34)	20 mph	The length of the slip road between the A14 mainline westbound carriageway and the B1047	During the carrying out of Work Nos. 1 and 2
B1047 Horningsea Road	10 mph	The length of the B1047 and Horningsea Road within the Order limits	During the carrying out of the authorised development
Low Fen Drove Way	5 mph	From the junction with	During the carrying

(north)		Horningsea Road to a point 710m east of Horningsea Road	out of any of Work Nos. 1, 2, 21, 22, 33, 34 or 37
Low Fen Drove Way (south)	5 mph	From the junction with High Ditch Road to a point 689m north of High Ditch Road	During the carrying out of the part of Work No. 23 south of Work No. 22
Clayhithe Road	20 mph	Between a point 250m north of the entrance to Grange Farm and a point 250m south of the southern entrance to the layby on the east side of Clayhithe Road north of Horningsea village	During the carrying out of Work Nos. 33, 34 and 37
Hatridge's Lane	5 mph	Between the junction with Clayhithe Road along Hatridge's Lane to a point 156m east	During the carrying out of Work Nos. 33 and 37
Burgess's Drove	5 mph	The length of Burgess's Drove between the Cambridge to King's Lynn railway line to a point 746m north at the junction with Bannold Road	During the carrying out of Work Nos. 33 and 37
Bannold Road	5 mph	Between the junction with Harvey Way to a point 485m east to the junction with Long Drove	During the carrying out of Work Nos. 30, 33, 34 and 37
Bannold Drove	5 mph	The length of Bannold Drove from Bannold Road to the junction with the track north of Bannold Drove	During the carrying out of Work Nos. 33, 34 and 37
Track North of Bannold Drove	5 mph	The length of the track from the junction with Bannold Drove to a point 602m north	During the carrying out of Work Nos. 33, 34 and 37
Long Drove	5 mph	The length of Long Drove from the junction with Bannold Road to a point 395m north	During the carrying out of Work Nos. 30, 33, 34 and 37

PART 2

PERMANENT SPEED LIMITS

(1) Location	*(2) Speed Limit to be imposed*	*(3) Description*	*(4) Event*
South Cambridgeshire	40 mph	Along the B1047	From the date upon

District Council		Horningsea Road shown with a green line on sheet 3 of the access and traffic regulation order plans (Document number 4.7.3 as described in column (2) of Schedule 18)	which Work No. 2 becomes the operational access to the proposed waste water treatment plant

SCHEDULE 9

Article 17

TRAFFIC REGULATION

PART 1

TEMPORARY

(1) Relevant Road Site	*(2) Extent*	*(3) Temporary Traffic Regulation Measures*
Cowley Road	The extent shown with a dark blue dotted line between point A and point B on sheet 1 of the access and traffic regulation order plans (Document number 4.7.1 as described in column (2) of Schedule 18)	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.
Fen Road	The extent shown with a dark blue dotted line between point C and point D on sheet 2 of the access and traffic regulation order plans (Document numbers 4.7.2 and 4.7.3 as described in column (2) of Schedule 18)	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.
B1047 and Horningsea Road	The extent shown with a dark blue dotted line between point E on sheet 3 of the access and traffic regulation order plans (Document number 4.7.3 as described in column (2) of Schedule 18) and point F on sheet 7 of the access and traffic regulation order plans (Document number 4.7.7 as described in column (2) of Schedule 18)	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.
Low Fen Drove Way	The extent shown with a dark blue dotted line on sheets 3, 4, 5 and 6 of the access and traffic regulation order plans (Document numbers 4.7.3 to 4.7.6 as described in column (2) of Schedule 18) and	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.

	between point G on sheet 4 of the access and traffic regulation order plans (Document number 4.7.4 as described in column (2) of Schedule 18) and point H on sheet 3 of the access and traffic regulation order plans (Document number 4.7.3 as described in column (2) of Schedule 18)	
Layby on Clayhithe Road	The extent shown with a dark blue dotted line between point I and point J on sheet 8 of the access and traffic regulation order plans (Document number 4.7.8 as described in column (2) of Schedule 18)	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.
Clayhithe Road	The extent shown with a dark blue dotted line between point K on sheet 8 of the access and traffic regulation order plans (Document number 4.7.8 as described in column (2) of Schedule 18) and point L on sheet 9 of the access and traffic regulation order plans (Document number 4.7.9 as described in column (2) of Schedule 18)	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.
Hatridge's Lane	The extent shown with a dark blue dotted line between point M and point N on sheet 9 of the access and traffic regulation order plans (Document number 4.7.9 as described in column (2) of Schedule 18)	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.
Denny Road / High Street / Bannold Road junction in Waterbeach	The extent shown with a dark blue dotted line between point O and point P on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.
Burgess's Drove	The extent shown with a dark blue dotted line between point Q on sheet 9 of the access and traffic regulation order plans (Document number 4.7.9 as described in column (2) of Schedule 18) and point R on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.

	Schedule 18)	
Bannold Road	The extent shown with a dark blue dotted line between point S and point T on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.
Bannold Drove	The extent shown with a dark blue dotted line between point U and point V on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.
Track North of Bannold Drove and the junction with Kirby Road	The extent shown with a dark blue dotted line between point V and point W on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.
Track to existing Waterbeach Water Recycling Centre	The extent shown with a dark blue dotted line between point X and point Y on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.
Long Drove	The extent shown with a dark blue dotted line between point T and point Z on sheet 10 of the access and traffic regulation order plans (Document number 4.7.10 as described in column (2) of Schedule 18)	Controls on direction or priority of vehicular traffic and non-motorised users. Restrictions on stopping, waiting, loading or unloading and parking of vehicles.

PART 2

PROHIBITED MOVEMENTS

(1) Location	*(2) Prohibited movement*	*(3) Event*
At the junction of the proposed waste water treatment plant access (Work No. 2) with the B1047 Horningsea Road	No right turn from the proposed waste water treatment plant new site access onto the B1047 Horningsea Road northbound at the point shown with a pink circle on sheet 3 of the access and traffic regulation order plans	From the date upon which Work No. 2 becomes the operational access to the proposed waste water treatment plant

	(Document number 4.7.3 as described in column (2) of Schedule 18)	
At the junction of the proposed waste water treatment plant access (Work No. 2) with the B1047 Horningsea Road	No left turn for HGVs into the proposed waste water treatment plant access from the B1047 Horningsea Road southbound at the point shown with a pink circle on sheet 3 of the access and traffic regulation order plans (Document number 4.7.3 as described in column (2) of Schedule 18)	From the date upon which Work No. 2 becomes the operational access to the proposed waste water treatment plant
At the junction of the proposed waste water treatment plant access (Work No. 2) with the B1047 Horningsea Road	No right turn into the proposed waste water treatment plant access from the B1047 Horningsea Road northbound at the point shown with a pink circle on sheet 3 of the access and traffic regulation order plans (Document number 4.7.3 as described in column (2) of Schedule 18)	From the date upon which Work No. 2 becomes the operational access to the proposed waste water treatment plant

SCHEDULE 10

Article 28

LAND IN WHICH ONLY NEW RIGHTS ETC MAY BE ACQUIRED

(1) Number of plot shown on land plans	*(2) Purpose for which rights may be acquired and restrictive covenants may be imposed*
012c, 012i, 012j, 012k, 012l, 014a, 021a, 021o, 021q, 021v, 021w, 022h, 022i, 036e, 036f, 038d	Waste Water Treatment Plant Permanent Access Rights All rights necessary for the purposes of or incidental to the construction, installation, operation, protection, repair and maintenance of the authorised development to pass and re-pass on foot, with or without vehicles, plant, machinery, apparatus, equipment, materials, contractors and personnel (including to lay any surface) at all reasonable times (and in an emergency at any time).
012j, 014a, 021a, 021j, 021m, 021o, 022i, 026a, 029a, 039c, 042d, 044d, 047d, 050a, 056d	Waterbeach Pipeline Permanent Access Rights All rights necessary for the purposes of or incidental to the construction, installation, operation, protection, repair and maintenance of that part of the authorised development comprised in Work Nos. 33, 34, 35 and 36 (collectively referred to as the 'Waterbeach Pipeline') to pass and re-pass on foot, with or without vehicles, plant, machinery, apparatus, equipment, materials, contractors and personnel (including to lay any surface) at all reasonable times (and in an emergency at any time).
005d, 005e, 005f, 005g, 008b, 008c, 008e, 008g, 012b, 012c, 012d, 012e, 012f, 012g, 012i, 012k, 012l, 013b, 013d, 013j, 013l, 015b, 015d, 017b,	Waterbeach Pipeline Rights All rights necessary for the purposes of or incidental to the construction, installation, operation, protection, repair and maintenance of that part of the authorised development comprised in

018b, 019e, 020c, 021d, 022e, 027b, 027d, 027e, 028a, 031d, 032b, 032d, 032e, 032f, 034d, 036c, 036e, 039a, 042a, 044a, 046a, 046b, 047a, 051a, 052a, 053a, 054a, 055a, 056a, 057a, 058a, 059a, 060a, 060b, 061a, 062a, 063a, 064a, 065a, 066a, 068a, 069a, 070b, 071b, 071c, 071d, 072a, 072b, 074c	Work Nos. 33, 34, 35 and 36 (collectively referred to as the 'Waterbeach Pipeline') including to— install, connect, retain, use, maintain, inspect, alter, adjust, remove, refurbish, repair, reconstruct, replace, improve, test, commission, cleanse, protect, manage, remove, decommission or render unusable, underground pipelines, and other associated infrastructure including but not limited to Accessories as defined in section 219(**a**) (general interpretation) of the Water Industry Act 1991, access chambers, shafts, pipework fittings and fixtures, tunnels, air valves, manholes, marker posts, telemetry infrastructure, communication and control infrastructure, monitoring apparatus, signage, and any other works as necessary; permit the free flow and passage of foul water and other material through the Waterbeach Pipeline; decommission redundant infrastructure; enter, and be on the land and remain with or without plant, vehicles, machinery, apparatus and equipment for all purposes in connection with the authorised development; pass and re-pass with or without vehicles, plant machinery, apparatus, equipment and materials (and to lay any surface) for all purposes in connection with the authorised development; break up the surface of the land, make all necessary excavations (including using horizontal directional drilling technique or open cut trenching) and to carry out reinstatement works; carry out diversion works to existing utilities, to alter or relocate existing utilities connections and to make new utilities connections; cross existing infrastructure including the A14, Horningsea Road, Fen Road, the river Cam, the King's Lynn railway line and drainage ditches, including through techniques such as pipe-jacking or horizontal directional drilling technique; carry out mud and soil handling, ground re-profiling and vegetation clearance; carry out dewatering, temporary construction, commission drainage, restoration of existing land drainage and discharge into any drain or watercourse; store and stockpile materials (including excavated material); erect, create and remove fencing and secure works compounds including temporary drilling and tunnelling compounds, drilling launch and exit pits, welfare, storage and laydown areas, temporary haul roads, and working areas; place, construct, use and remove plant, machinery and temporary structures in, on or over the land including any necessary temporary bridging of water courses including bailey bridges; support the Waterbeach Pipeline from the subjacent and adjacent land and soil including minerals of the owner; effect permanent or temporary access to the highway; make such investigations in or on the land as required and to take samples of any materials; lay out temporary accesses for public use; erect and maintain markers indicating the position and extent of the construction area or the position of the Waterbeach Pipeline; execute and thereafter use, inspect, maintain, adjust, alter, renew,

(**a**) Section 219 was amended by paragraph 110 of Schedule 17 to the Communications Act 2003 (c. 21). There are other amendments to section 219 which are not relevant to this Order.

	repair, test and cleanse within the land such works as may be reasonably necessary to provide appropriate drainage due to the Waterbeach Pipeline together with a right to enter on to the land for the purposes of exercising the rights; locate, install and inspect chambers, air valves or manholes within or on the land; remove fences or walls within the land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instating of the original fences or walls following the exercise of the rights); install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation, environmental or ecological mitigation works, including temporary works; install, execute, implement, retain, repair, improve, renew, remove, relocate, fell, trim, lop or plant trees, bushes, woodlands, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect, and replant such tree, shrubs and landscaping; carry out such works or ancillary works required by a planning permission and/or consent now or to be granted over the land, or in accordance with any necessary licences, including but not limited to water abstraction, water discharge, protected species and/or wildlife; and carry out any Further Works as defined in Schedule 1 of this Order.
005d, 005e, 005f, 005g, 008b, 008c, 008e, 008g, 012b, 012c, 012d, 012e, 012f, 012g, 012i, 012k, 012l, 013b, 013d, 013j, 013l, 015b, 015d, 017b, 018b, 019e, 020c, 021d, 022e, 027b, 027d, 027e, 028a, 031d, 032b, 032d, 032e, 032f, 034d, 036c, 036e, 039a, 042a, 044a, 046a, 046b, 047a, 051a, 052a, 053a, 054a, 055a, 056a, 057a, 058a, 059a, 060a, 060b, 061a, 062a, 063a, 064a, 065a, 066a, 068a, 069a, 070b, 071b, 071c, 071d, 072a, 072b, 074c	Waterbeach Pipeline Restrictive Covenant All restrictions necessary over the land to prevent activities which are likely to cause damage or injury to that part of the authorised development comprised in Work Nos. 33, 34, 35 and 36 (collectively referred to as the 'Waterbeach Pipeline') or to obstruct, interrupt or interfere with the exercise of the Waterbeach Pipeline Rights, the free flow and passage of foul water or other material through the Waterbeach Pipeline, or render access to it more difficult or expensive, including— the building, construction, erection or installation of any permanent building or structure or any work of any kind requiring foundations, footings or other supporting structures; the withdrawal of lateral or vertical support from the Waterbeach Pipeline; any activities which increase or decrease ground cover or soil levels or change the composition of the land in any manner whatsoever; the undertaking of piling or percussive works, or works of excavation or mining; the planting of trees or shrubs other than shallow rooting shrubs permitted by the undertaker; and the erection, construction, or laying in or upon the land any pipes, wires, cables, conduits, posts, poles, timber, stone or materials or substance (except fences constructed with such gates or openings as may admit of the free exercise of the Waterbeach Pipeline Rights), without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed activities, building, erection, construction or works would not cause damage to the relevant part of the authorised development nor make it materially more difficult to access or maintain the authorised development).

058e	Waterbeach Pipeline Permanent Drainage Rights All rights necessary for the purposes of or incidental to the carrying out of dewatering, temporary construction, commission drainage, restoration of existing land drainage and discharge into any drain or watercourse.
005f, 005g, 005j, 008b, 008e, 009a, 010a, 011a, 012b, 012e, 012k, 012l, 013b, 013c, 013e, 013h, 013j, 013k, 015b, 015c, 015e, 015f, 016a, 017c, 017d, 018c, 018d, 019c, 019d, 020b, 021f, 021h, 021m, 021n, 021o, 021u, 021w, 022c, 022d, 027b, 027c, 027d, 032b, 032c, 032e, 034c	Transfer Tunnel Restrictive Covenant All restrictions necessary over the land to prevent activities which are likely to cause damage or injury to that part of the authorised development comprised within Work No. 27 (referred to as "the Transfer Tunnel"), or to obstruct, interrupt or interfere with the free flow and passage of foul water or other material through the Transfer Tunnel, or render access to it more difficult or expensive, including— the building, construction, erection or installation of any permanent or temporary building or structure or any work of any kind requiring foundations, footings or other supporting structures; the laying in the land of any pipes, wires, cables or conduits; the withdrawal of lateral or vertical support from the Transfer Tunnel; any activities which increase or decrease ground cover or soil levels or change the composition of the land in any manner whatsoever; and the undertaking of piling or percussive works, or works of excavation or mining, which may not be carried out at any time within a primary restriction zone, but for which the consent in writing of the undertaker may be sought for the carrying out of such activities within a secondary restriction zone (such consent not to be unreasonably withheld or delayed if the proposed activities, building, erection, construction or works would not cause damage to the relevant part of the authorised development).
034e, 038c	Final Effluent and Storm Pipeline Rights All rights necessary for the purposes of or incidental to the construction, installation, operation, protection, repair and maintenance of that part of the authorised development comprised within Work No. 31 (referred to as "the Final Effluent and Storm Pipeline") including to— install, connect, retain, use, maintain, inspect, alter, adjust, remove, refurbish, repair, reconstruct, replace, improve, test, commission, cleanse, protect, manage, remove or render unusable, underground pipelines, and other associated infrastructure including but not limited to Accessories as defined in section 219 of the Water Industry Act 1991, access chambers, manholes, marker posts, telemetry infrastructure, communication and control infrastructure, monitoring apparatus, signage, and any other works as necessary; permit the free flow and passage of final effluent, stormwater and other material through the Final Effluent and Storm Pipeline and to discharge from it into the river Cam; decommission existing redundant infrastructure; enter, and be on the land and remain with or without plant, vehicles, machinery, apparatus and equipment for all purposes in connection with the authorised development; pass and re-pass with or without vehicles, plant machinery, apparatus, equipment and materials (and to lay any surface) for all purposes in connection with the authorised development; break up the surface of the land, make all necessary excavations

	(including using horizontal directional drilling technique or open cut trenching) and to carry out reinstatement works; carry out mud and soil handling, ground re-profiling and vegetation clearance; carry out dewatering, temporary construction, commission drainage, restoration of existing land drainage and discharge into any drain or watercourse; carry out diversion works to existing utilities, to alter or relocate existing utilities connections and to make new utilities connections; store and stockpile materials (including excavated material); erect, create and remove fencing and secure works compounds including temporary drilling and tunnelling compounds, drilling launch and exit pits, welfare, storage and laydown areas, temporary haul roads, and working areas; place, construct, use and remove plant, machinery and temporary structures in, on or over the land including any necessary temporary bridging of water courses including bailey bridges; support the Final Effluent and Storm Pipeline from the subjacent and adjacent land and soil including minerals of the owner; effect permanent or temporary access to the highway; make such investigations in or on the land as required and to take samples of any materials; lay out temporary accesses for public use; erect and maintain markers indicating the position and extent of the construction area or the position of the Final Effluent and Storm Pipeline; execute and thereafter use, inspect, maintain, adjust, alter, renew, repair, test and cleanse within the land such works as may be reasonably necessary to provide appropriate drainage due to the Final Effluent and Storm Pipeline together with a right to enter on to the land for the purposes of exercising the rights; locate, install and inspect chambers, valves or manholes within or on the land; remove fences or walls within the land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instating of the original fences or walls following the exercise of the rights); install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation, environmental or ecological mitigation works, including temporary works; install, execute, implement, retain, repair, improve, renew, remove, relocate, fell, trim, lop or plant trees, bushes, woodlands, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such tree, shrubs and landscaping; carry out such works or ancillary works required by a planning permission and/or consent now or to be granted over the land, or in accordance with any necessary licences, including but not limited to water abstraction, water discharge, protected species and/or wildlife; and carry out any Further Works as defined in Schedule 1 of this Order.
034e, 038c	Final Effluent and Storm Pipeline Restrictive Covenant All restrictions necessary over the land to prevent activities which are

	likely to cause damage or injury to that part of the authorised development comprised within Work No. 31 (referred to as "the Final Effluent and Storm Pipeline") or to obstruct, interrupt or interfere with the exercise of the Final Effluent and Storm Pipeline Rights, the free flow and passage of final effluent, stormwater and or other material through the Final Effluent and Storm Pipeline, or render access to it more difficult or expensive, including— the building, construction, erection or installation of any permanent or temporary building or structure or any work of any kind requiring foundations, footings or other supporting structures; the withdrawal of lateral or vertical support from the Final Effluent and Storm Pipeline; any activities which increase or decrease ground cover or soil levels or change the composition of the land in any manner whatsoever; any activities which increase or decrease ground water levels; any activities which obstruct the flows or the discharge of water from the pipelines; the undertaking of piling or percussive works, or works of excavation or mining; the planting of trees or shrubs other than shallow rooting shrubs permitted by the undertaker; and the erection, construction, or laying in or upon the land any pipes, wires, cables, conduits, posts, poles, timber, stone or materials or substance (except fences constructed with such gates or openings as may admit of the free exercise of the Final Effluent and Storm Pipeline Rights), without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed activities, building, erection, construction or works would not cause damage to the relevant part of the authorised development nor make it materially more difficult to access or maintain the authorised development).
001a, 004a, 004b, 004c, 004d, 006c	Rising and Gravity Main Diversion Rights All rights necessary for the purposes of or incidental to the construction, installation, operation, protection, repair and maintenance of that part of the authorised development comprised within Work No. 17 including to— install, connect, retain, use, maintain, inspect, alter, adjust, remove, refurbish, repair, reconstruct, replace, improve, test, commission, cleanse, inspect, maintain, protect, manage, remove or render unusable underground pipelines, rising mains, gravity mains and other associated infrastructure including but not limited to Accessories as defined in section 219 of the Water Industry Act 1991, access chambers, shafts, pipework fittings and fixtures, tunnels, air valves, manholes, marker posts, telemetry infrastructure, communication and control infrastructure, monitoring apparatus, chemical storage and dosing plant, chemical dosing pipework, kiosks, local control panels, CCTV cameras and columns, lightning protection infrastructure, signage, and any other works as necessary; decommission existing redundant infrastructure; enter, and be on the land and remain with or without plant, vehicles, machinery, apparatus and equipment for all purposes in connection with the authorised development; pass and re-pass with or without vehicles, plant machinery, apparatus, equipment and materials (and to lay any surface) for all purposes in connection with the authorised development;

	break up the surface of the land, make all necessary excavations, and to carry out reinstatement works; carry out diversion works to existing utilities, to alter or relocate existing utilities connections and to make new utilities connections; and carry out any other Further Works as defined in Schedule 1 of this Order.
019k, 019l, 019n	River Cam rights All rights necessary for the purposes of or incidental to the construction, installation, operation, protection, repair and maintenance of that part of the authorised development comprised within Work No. 32 (Outfall) including to— install, connect, retain, use, maintain, inspect, alter, adjust, remove, refurbish, repair, reconstruct, replace, improve, test, commission, cleanse, inspect, maintain, protect, manage or render unusable underground outfall pipelines, outfall structure, temporary cofferdam, temporary and permanent piling, river bed and embankment reinforcement works, dredging, scour protection measures, and other associated infrastructure including but not limited to Accessories as defined in section 219 of the Water Industry Act 1991, access chambers, pipework fittings and fixtures, air valves, manholes, marker posts, monitoring apparatus and any other works as necessary; enter, and be on the land (which for the avoidance of doubt includes the riverbed and the surface water), and pass and re-pass and remain on the land with or without plant, vehicles (including boats), machinery, apparatus and equipment for all purposes in connection with the authorised development; break up the riverbed, make all necessary excavations, install and retain piling, and carry out reinstatement works; install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation, environmental or ecological mitigation works, including temporary works; install, execute, implement, retain, repair, improve, renew, remove, relocate, fell, trim, lop or plant trees, bushes, woodlands, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such tree, shrubs and landscaping; carry out such works or ancillary works required by a planning permission and/or consent now or to be granted over the land, or in accordance with any necessary licences, including but not limited to water abstraction, water discharge, protected species and/or wildlife; clear the land from obstructions which may interfere with the waterflow and/or damage or displace the scour protection measures; and carry out any Further Works as defined in Schedule 1 to the Order.
019k, 019l, 019n	River Cam restrictive covenant All restrictions necessary over the land to prevent activities which are likely to cause damage or injury to that part of the authorised development comprised within Work No. 32 (referred to as the "Outfall"), or to obstruct, interrupt or interfere with the free flow and passage of final effluent, stormwater and other material through the Final Effluent and Storm Pipeline and its discharge from it into the river Cam; or render access to it more difficult or expensive,

	including— the building, construction, erection or installation of any permanent or temporary building or structure or any work of any kind; the laying in the land of any pipes, wires, cables or conduits; and the undertaking of piling or percussive works, or works of excavation or mining, without the prior consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed activities, building, erection, construction or works would not cause damage to the relevant part of the authorised development).
002a, 002b, 002c, 003d, 003e, 004a, 004b, 004c, 004d, 005d, 005e, 005f, 005g, 005j, 006b, 006c, 009a, 010a, 011a	Decommissioning Works Rights All rights necessary for the purposes of or incidental to the carrying out of that part of the authorised development comprised in Work No. 40 (the Decommissioning Existing Cambridge waste water treatment works) to cease its existing operational function and to facilitate the surrender of its current operational permits including to— decommission existing redundant infrastructure; remove pumps; isolate plant; isolate, fill and cap pipework; clean tanks, pipes, screens and other structures, plant and machinery; isolate electrical connections; decommission the potable water supply; restrict access to walkways, plant and machinery; enter, and be on the land and remain with or without plant, vehicles, machinery, apparatus and equipment for all purposes in connection with the authorised development; pass and re-pass with or without vehicles, plant machinery, apparatus, equipment and materials (and to lay any surface)for all purposes in connection with the authorised development; break up the surface of the land, make all necessary excavations, and to carry out reinstatement works; carry out diversion works to existing utilities, to alter or relocate existing utilities connections and to make new utilities connections; and carry out any Further Works as defined in Schedule 1 of this Order.

SCHEDULE 11

Article 30

LAND OF WHICH ONLY SUBSOIL MORE THAN 7 METRES BENEATH THE SURFACE MAY BE ACQUIRED TOGETHER WITH NEW RIGHTS AND/OR RESTRICTIVE COVENANTS

(1) Area	*(2) Land*	*(3) Purpose for which new rights may be acquired and new restrictive covenants imposed*
Cambridge City Council	005a	Decommissioning Works Rights Transfer Tunnel Restrictive Covenant
Cambridge City Council	005b	Decommissioning Works Rights Transfer Tunnel Restrictive Covenant Waterbeach Pipeline Rights Waterbeach Pipeline Restrictive Covenant
Cambridge City Council	008a	Transfer Tunnel Restrictive Covenant Waterbeach Pipeline Rights

		Waterbeach Pipeline Restrictive Covenant
Cambridge City Council	012a	Transfer Tunnel Restrictive Covenant Waterbeach Pipeline Rights Waterbeach Pipeline Restrictive Covenant
Cambridge City Council	012m	Transfer Tunnel Restrictive Covenant Waterbeach Pipeline Rights Waterbeach Pipeline Restrictive Covenant Waste Water Treatment Plant Access Rights
South Cambridgeshire District Council	013a	Transfer Tunnel Restrictive Covenant
Cambridge City Council	013i	Transfer Tunnel Restrictive Covenant
South Cambridgeshire District Council	015a	Transfer Tunnel Restrictive Covenant
South Cambridgeshire District Council	017a	Transfer Tunnel Restrictive Covenant
South Cambridgeshire District Council	018a	Transfer Tunnel Restrictive Covenant
South Cambridgeshire District Council	019b	Transfer Tunnel Restrictive Covenant
South Cambridgeshire District Council	020a	Transfer Tunnel Restrictive Covenant
South Cambridgeshire District Council	021c	Transfer Tunnel Restrictive Covenant
South Cambridgeshire District Council	021e	Transfer Tunnel Restrictive Covenant
South Cambridgeshire District Council	021k	Transfer Tunnel Restrictive Covenant
South Cambridgeshire District Council	021l	Transfer Tunnel Restrictive Covenant Waterbeach Pipeline Permanent Access Rights
South Cambridgeshire District Council	021t	Transfer Tunnel Restrictive Covenant
South Cambridgeshire District Council	022a	Transfer Tunnel Restrictive Covenant
South Cambridgeshire District Council	027a	Transfer Tunnel Restrictive Covenant Waterbeach Pipeline Rights Waterbeach Pipeline Restrictive Covenant
South Cambridgeshire District Council	032a	Transfer Tunnel Restrictive Covenant Waterbeach Pipeline Rights Waterbeach Pipeline Restrictive Covenant
South Cambridgeshire District Council	034a	Transfer Tunnel Restrictive Covenant

SCHEDULE 12

Article 35

LAND OF WHICH TEMPORARY POSSESSION ONLY MAY BE TAKEN

(1) Area	*(2) Number of land shown on land plan*	*(3) Purpose of which temporary possession may be taken*	*(4) Relevant site or part of the authorised*

			development
Cambridge City Council	005h, 005i	The siting of and operation of apparatus for monitoring vibration, ground movement and other construction impacts in the vicinity of the operational railway, and access for the same. Decommissioning activities and access for the same.	Work Nos. 30 and 40
Cambridge City Council	008d, 008f, 012h	The siting of and operation of apparatus for monitoring vibration, ground movement and other construction impacts in the vicinity of the operational railway, and access for the same.	Work No. 30
South Cambridgeshire District Council	021g	Construction worksite, compound, storage, welfare and laydown area. Access, including parking, with or without vehicles, plant, machinery and materials. Creation of temporary haul roads, laying of hardstanding and improvements to means of access. Erection of associated temporary structures, siting of a crane, storage of equipment and connection of utilities services, including fencing, security, lighting, welfare requirements and signage. Mud and soil handling, earthworks, ground re-profiling, vegetation clearance, dewatering, construction and commission drainage and discharge.	Work Nos. 28 and 29
South Cambridgeshire District Council	021i	Construction worksite, compound, horizontal directional drilling work area, area for the stringing out of pipelines, storage, welfare and laydown area. Access, including parking, with or without vehicles, plant, machinery and materials. Creation of temporary haul roads, laying of hardstanding and improvements to means of access. Erection of associated temporary	Work Nos. 28, 29 and 34

		structures, siting of a crane, storage of equipment and connection of utilities services, including fencing, security, lighting, welfare requirements and signage. Mud and soil handling, earthworks, ground re-profiling, vegetation clearance, dewatering, construction and commission drainage and discharge.	
South Cambridgeshire District Council	022l, 022m, 022n, 022o, 024a, 024b, 034g	Worksite, landscaping and ecological works, signage. Access, with or without vehicles, plant, machinery and materials. Ground re-profiling and vegetation clearance.	Work No. 1
South Cambridgeshire District Council	036d, 039b, 042b, 044b	Construction worksite, compound, storage, welfare and laydown area. Access, including parking, with or without vehicles, plant, machinery and materials. Creation of temporary haul roads, laying of hardstanding and improvements to means of access. Erection of associated temporary structures, storage of equipment and connection of utilities services, including fencing, security, lighting, welfare requirements and signage. Mud and soil handling, earthworks, ground re-profiling, vegetation clearance, dewatering, construction and commission drainage and discharge.	Work No. 34
South Cambridgeshire District Council	030a	Worksite, landscaping and ecological works, signage. Access, including parking, with or without vehicles, plant, machinery and materials, improvements to means of access. Dewatering, construction and commission drainage and discharge.	Work Nos. 1, 23, 24 and 37
South	031a	Worksite, landscaping and	Work No. 23

Cambridgeshire District Council		ecological works, signage. Access, including parking, with or without vehicles, plant, machinery and materials, improvements to means of access.	
South Cambridgeshire District Council	031b	Worksite, landscaping and ecological works, signage. Access, including parking, with or without vehicles, plant, machinery and materials, improvements to means of access. Dewatering, construction and commission drainage and discharge.	Work Nos. 22, 23 and 37
South Cambridgeshire District Council	031c, 034b	Worksite, landscaping and ecological works. Access, including parking, with or without vehicles, plant, machinery and materials, improvements to means of access. Dewatering, construction and commission drainage and discharge.	Work Nos. 1, 21, 22, 23 and 37
South Cambridgeshire District Council	038e	Construction worksite, storage, welfare and laydown area. Access, including parking, with or without vehicles, plant, machinery and materials, improvements to means of access. Erection of associated temporary structures, storage of equipment and connection of utilities services, including fencing, security, lighting, welfare requirements and signage. Mud and soil handling, earthworks, ground re-profiling, vegetation clearance, dewatering, construction and commission drainage and discharge.	Work Nos. 1, 21, 22, 23 and 37
South Cambridgeshire District Council	042c, 042f, 044c, 046c, 046d, 047c, 047e, 058b, 058c, 065c	Access, including parking, with or without vehicles, plant, machinery and materials, improvements to the means of access. Dewatering, construction and commission drainage and discharge.	Work No. 37

South Cambridgeshire District Council	056b	Construction worksite, storage, welfare and laydown area. Access, including parking, with or without vehicles, plant, machinery and materials, improvements to means of access. Erection of associated temporary structures, storage of equipment and connection of utilities services, including fencing, security, lighting, welfare requirements and signage. Dewatering, construction and commission drainage and discharge.	Work No. 37
South Cambridgeshire District Council	060c	Construction worksite, compounds, horizontal directional drilling work area, area for the stringing out of pipelines, storage, welfare and laydown area. Access, including parking, with or without vehicles, plant, machinery and materials. Creation of temporary haul roads, laying of hardstanding and improvements to means of access. Erection of associated temporary structures, siting of a crane, storage of equipment and connection of utilities services, including fencing, security, lighting, welfare requirements and signage. Mud and soil handling, earthworks, ground re-profiling, vegetation clearance, dewatering, construction and commission drainage and discharge. The siting of and operation of apparatus for monitoring vibration, ground movement and other construction impacts in the vicinity of the operational railway, and access for the same.	Work Nos. 30 and 34
South Cambridgeshire District Council	060d, 074a, 074b	The siting of and operation of apparatus for monitoring vibration, ground movement and other construction impacts in the	Work No. 30

		vicinity of the operational railway, and access for the same.	
South Cambridgeshire District Council	070a, 071a	Construction worksite, compound, storage, welfare and laydown area. Access, including parking, with or without vehicles, plant, machinery and materials. Creation of temporary haul roads, laying of hardstanding and improvements to means of access. Erection of associated temporary structures, siting of a crane, storage of equipment and connection of utilities services, including fencing, security, lighting, welfare requirements and signage. Mud and soil handling, earthworks, ground re-profiling, vegetation clearance, dewatering, construction and commission drainage and discharge.	Work No. 34

SCHEDULE 13

Article 28

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS AND THE IMPOSITION OF RESTRICTIVE COVENANTS

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

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(**a**) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 4—

(a) for the words "land is acquired or taken from" there is substituted the words "a right or restrictive covenant over land is purchased from or imposed on"; and

(b) for the words "acquired or taken from him" there is substituted the words "over which the right is exercisable or the restrictive covenant enforceable".

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

(**a**) 1973 c. 26.

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

"(5A) If—

(a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) (powers of entry) of the 1965 Act (as modified by paragraph 7 of Schedule 13 to the Cambridge Waste Water Treatment Plant Relocation Order 2025);

(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 10 of Schedule 13 to the Cambridge Waste Water Treatment Plant Relocation Order 2025) to acquire an interest in the land; and

(c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right".

Application of Part 1 of the 1965 Act

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

(a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or

(b) the land over which the right is or is to be exercisable, or the restriction is to be enforceable.

(2) Without limitation on the scope of sub-paragraph (1), Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right or, in relation to the imposition of a restriction, with the modifications specified in the following provisions of this Schedule.

5. For section 7 of the 1965 Act there is substituted the following section—

"**7.** In assessing the compensation to be paid by the acquiring authority under this Act, regard is to be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act".

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

(a) section 9(4) (refusal to convey, failure to make title, etc);

(b) paragraph 10(3) of Schedule 1 (persons without power to sell their interests, conveyance of the land or interest);

(c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

(**a**) Section 5A(5A) was inserted by paragraph 4(2) of Schedule 17 to the Housing and Planning Act 2016 (c. 22).

are so modified as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

7. Section 11(**a**) (powers of entry) of the 1965 Act is so modified as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 26), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 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.

8. 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.

9. Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 34(4) (modification of Part 1 of the 1965 Act) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or enforce the restrictive covenant imposed, subject to compliance with that section as respects compensation.

10. For Schedule 2A(**g**) (counter-notice requiring purchase of land not in notice to treat)to the 1965 Act substitute—

"SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

Introduction

1.—(1) This Schedule applies where an acquiring authority serve a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 33 (application and modification of the 1981 Act) of the Cambridge Waste Water Treatment Plant Relocation Order 2025 in respect of the land to which the notice to treat relates.

(2) But see article 29(3) (acquisition of subsoil only) and article 30(6) (acquisition of land limited to subsoil lying more than 7 metres beneath surface) of the Cambridge Waste Water

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(**a**) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1), 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. 22).

(**c**) Section 11B was inserted by section 187(3) of the Housing and Planning Act 2016 (c. 22).

(**d**) Section 12 was amended by paragraph 4 of Schedule 16 to the Housing and Planning Act 2016 (c. 22).

(**e**) Section 13 was amended by sections 139(5) to (9) of, and paragraph 28(2) 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.

(**g**) Schedule 2A was inserted by paragraph 3 of Schedule 17 to the Housing and Planning Act 2016 (c. 22).

Treatment Plant Relocation Order 2025 which excludes the acquisition of subsoil only from this Schedule.

2. In this Schedule, "house", except in paragraph 10, includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory ("the owner") may serve a counter-notice requiring the authority to purchase the owner's interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

(a) withdraw the notice to treat;

(b) accept the counter-notice; or

(c) refer the counter-notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served ("the decision period").

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

8. If the authority do not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serve notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by the Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

(a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or

(b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

(a) the effect of the acquisition of the right or the imposition of the covenant;

(b) the use to be made of the right or covenant proposed to be acquired or imposed; and

(c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must

determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraw the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal".

SCHEDULE 14

Article 6

PARAMETERS

PART 1

TERMINAL PUMPING STATION (WORK No. 16)

(1) *Item*	*(2)* *Maximum design parameter*
Finished ground level (FGL) (+ or – 0.5m)	9.5m Above Ordnance Datum (AOD)
Invert level (lowest internal point) of incoming sewer	-13.0m AOD (22.5m below FGL)
Depth of terminal pumping station	No deeper than 25.5m below AOD (35m below FGL) including lowest point of piles
Height of terminal pumping station	Up to 11.5m AOD (2m above FGL)
Configuration	Circular 24m external diameter
Maximum flow capacity	7,000 l/s
Overall footprint of terminal pumping station area	65m x 115m

PART 2

STORM TANKS (WORK No. 14)

(1) Item	*(2) Maximum design parameter*
Finished ground level (+ or – 0.5m)	9.5m AOD
Storm tank area	71m long x 54m wide
Depth	4.5m AOD (5m below FGL)
Foundations	-15.5m AOD (25m below FGL)
Height	14.5m AOD (5m above FGL)
Stormwater storage capacity	No less than 20,400m3

PART 3

INLET WORKS (WORK No. 4)

(1) Item	*(2) Maximum design parameter*
Finished ground level (+ or – 0.5m)	9.5m AOD
Elevated screen channel – configuration	12m wide x 3m deep x 60m long
Elevated grit removal chambers – configuration	16m wide x 3m deep x 17m long
Elevated flow measurement channel – configuration	5m wide x 3m deep x 22m long
Inlet works - Height	17.5m AOD (8m above FGL)
Inlet works - Depth	7.5m AOD (2m below FGL) to underside of structure
Inlet works - Foundations	-15.5m AOD (25m below FGL)
Screenings handling plant	12m x 9m
Screenings handling plant height	13.5m AOD (4m above FGL)
Number of screenings handling plant	2 No.
Grit handling plant	8m x 3m
Grit handling plant height	13.5m AOD (4m above FGL)
Footprint of odour control unit	20m x 10m
Odour control unit diameter	5m
Odour control unit height	14.5m AOD (5m above FGL)
Number of odour control units	2 No.
Number of odour control unit exhaust stacks	2 No.
Carbon vessel height	13.5m AOD (4m above FGL)
Odour control unit exhaust stack height	25.5m AOD (16m above FGL)
Overall footprint of inlet works area	90m x 75m

PART 4

PRIMARY SETTLEMENT TANKS (WORK No. 6)

(1) Item	*(2) Maximum design parameter*
Finished ground level (+ or – 0.5m)	9.5m AOD
Total surface area of circular or rectangular primary settlement tanks	6,451m2
Number of primary settlement tanks	6 No.
Depth	1.5m AOD (8m below FGL)
Foundations	Piles to a depth of -15.5m AOD (25m below FGL)
Height	15.5m AOD (6m above FGL)
Overall footprint of primary settlement tanks area	175m x 115m
Ferric dosing plant area including kiosk	20m x 5m
Ferric dosing plant: height	14.5m AOD (5m above FGL)

PART 5

ACTIVATED SLUDGE PROCESS TANKS (WORK No. 10)

(1) Item	*(2) Maximum design parameter*
Finished ground level (+ or – 0.5m)	9m AOD
Area of individual activated sludge process tanks	Reactor – 20m wide x 90m long
Number of reactor tanks	4 No.
Area of mixing and conditioning tank	25m wide x 25m long
Area of interstage pumping station	25m x 15m
Depth of activated sludge process tanks, mixing and conditioning tank and interstage pumping station	3m AOD (6m below FGL)
Height of activated sludge process tanks, mixing and conditioning tank and interstage pumping station	17m AOD (8m above FGL)
Foundation depth of overall activated sludge process area	-16m AOD (25m below FGL)
Blower Building – height	14m AOD (5m above FGL)
Blower Building footprint	25m x 15m
Overall footprint of activated sludge process area	115m x 135m

PART 6

FINAL SETTLEMENT TANKS (WORK No. 11)

(1) Item	*(2) Maximum design parameter*
Finished ground level (+ or – 0.5m)	9m AOD
Configuration of individual final settlement tanks	8 No. circular tanks each with a 39m diameter
Depth	4m AOD (5m below FGL)
Foundations	Piles to a depth of -16m AOD (25m below FGL)
Height	18m AOD (9m above FGL)
Return activated sludge/surplus activated sludge pumps	18 No.
Overall footprint of final settlement tanks including combined return activated sludge/surplus activated sludge pumping station	130m x 225m

PART 7

TERTIARY TREATMENT PLANT (WORK No. 13)

(1) Item	*(2) Maximum design parameter*
Finished ground level (+ or – 0.5m)	9.5m AOD
Depth of filtration plant	4.5m AOD (5m below FGL)
Foundation depth	-15.5m AOD (25m below FGL)
Height of filtration plant	19.5m AOD (10m above FGL)
Ferric dosing plant area	20m x 12m
Ferric dosing plant: height	17m AOD (7.5m above FGL)
Overall footprint of tertiary treatment plant	60m x 40m

PART 8

SLUDGE STORAGE CAPACITY (WORK No. 8)

(1) Item	*(2) Number*	*(3) Maximum design parameter*	*(4) Maximum height*
Finished ground level (+ or – 0.5m)		9m AOD	
Imported and indigenous primary sludge tanks	2	Maximum sludge capacity of 1,295m3 each Subject to maximum sludge capacity, maximum 16.5m diameter	Subject to maximum sludge capacity, 17.5m AOD (8.5m above FGL)
Foundation depth		Piles to a depth of -16m AOD (25m below FGL)	
Un-thickened sludge tanks	3	Maximum sludge capacity of 1,327m3 each Subject to maximum sludge capacity, maximum 16.5m diameter	Subject to maximum sludge capacity, 17.5m AOD (8.5m above FGL)
Foundation depth		Piles to a depth of -16m AOD (25m below FGL)	
Imports and screening area		80m x 50m	17.5m AOD (8.5m above FGL) (excluding vent stack, see Part 10 below)

PART 9

THICKENING EQUIPMENT (WORK No. 8)

(1) Item	*(2) Number*	*(3) Maximum design parameter*	*(4) Maximum height*
Finished ground level (+ or – 0.5m)		9m AOD	
Building to house thickening equipment	1	28m x 18m	19m AOD (10m above FGL)
Foundations		Piles to a depth of -16m AOD (25m below FGL)	
Thickened sludge blending tank	1	Maximum sludge capacity of 800m3 Subject to maximum sludge capacity, maximum 11.5m diameter	Subject to maximum sludge capacity, 19m AOD (10m above FGL)
Overall footprint of thickening area		70m x 25m	19m AOD (10m above FGL)
Foundations		Piles to a depth of -16m AOD (25m below FGL)	

PART 10

ODOUR CONTROL PLANT (WORK No. 8)

(1) Item	*(2) Number*	*(3) Maximum design parameter*	*(4) Maximum height*
Finished ground level (+ or – 0.5m)		9m AOD	
Sludge treatment centre odour control unit 1	1	20m x 10m	Vent stack 25m AOD (16m above FGL)
Sludge treatment centre odour control unit 2	1	20m x 10m	Vent stack 25m AOD (16m above FGL)

PART 11

DIGESTERS (WORK No. 8)

(1) Item	*(2) Number*	*(3) Maximum design parameter*	*(4) Maximum diameter*	*(5) Maximum height*
Finished ground level (+ or – 0.5m)		9m AOD		
Digesters capacity	2	4,900m3	22m	30.4m AOD (21.4m above FGL)
Post digestion storage capacity	2	400m3	8.5m	18.5m AOD (9.5m above FGL)
Heating, pasteurisation and hydrolysis (HpH) heating tank capacity	1	400m3	7m	24m AOD (15m above FGL)
Heating, pasteurisation and hydrolysis (HpH) pasteurisation tank capacity	2	400m3	7m	24m AOD (15m above FGL)
Heating, pasteurisation and hydrolysis (HpH) hydrolysis tank capacity	1	1,500m3	14m	24m AOD (15m above FGL)
Overall footprint of digestion plant area		100m x 60m		30.4m AOD (21.4m above FGL)
Depth of piled foundations		-16 AOD (25m below FGL)	–	

PART 12

CAKE DEWATERING AND STORAGE (WORK No. 8)

(1) Item	*(2) Number*	*(3) Maximum design parameter*	*(4) Maximum height*
Finished ground level (+ or – 0.5m)	–	–	9m AOD
Cake storage barn or silo	1	30m x 40m	18m AOD (9m above FGL)
Dewatering centrifuges/volutes	2	20m x 20m	Gantry height 17m AOD (8m above FGL)
Foundation depth		Piles to a depth of -16m AOD (25m below FGL)	
Overall footprint of dewatering and cake storage area	–	60m x 50m (9m above FGL)	

PART 13

LIQUOR TREATMENT PLANT (WORK No. 8)

(1) Item	*(2) Maximum design parameter*	*(3) Maximum height*
Finished ground level (+ or – 0.5m)	9m AOD	–
Reactor	25m diameter	18m AOD (9m above FGL)
Stilling tank	5m diameter	18m AOD (9m above FGL)
Settlement tank	15m diameter	18m AOD (9m above FGL)
Foundation depth	Piles to a depth of -16m AOD (25m below FGL)	
Total area of liquor treatment plant	75m x 40m	18m AOD (9m above FGL)

PART 14

NUTRIENT RECOVERY OPTION (WORK No. 8)

(1) Item	*(2) Maximum design parameter*
Finished ground level (+ or – 0.5m)	9m AOD
Number of stripping/scrubbing columns	3 No.
Stripping/scrubbing column heights	27m AOD (18m above FGL)
Stripping/scrubbing column diameters	3m
Feed pumping station – depth	4m AOD (5m below FGL)
Foundation depth	Piles to a depth of -16m AOD (25m below FGL)
Total Area	50m x 50m
Total height	27m AOD (18m above FGL)

PART 15

GAS HANDLING EQUIPMENT OPTIONS (WORK Nos. 8 and 9)

(1) Item	*(2) Number*	*(3) Maximum design parameters*	*(4) Maximum height*	*(5) Maximum Capacity*
Finished ground level (+ or – 0.5m)	–	–	9m AOD	–
Gas holder/gas bag (Work No. 8)	1	17m diameter	29m AOD (20m above FGL) including lightning protection	2,000m3
Flare stack (Work No. 8)	1		24m AOD (15m above FGL)	2,000m3/hr
Footprint of biogas storage and operational area (Work No. 8)		170m x 50m		
Foundation depth		Piles to a depth of -16m AOD (25m below FGL)		
EITHER				
Biogas upgrading plant (Work No. 9)	1	50m x 50m	21m AOD (12m above FGL)	1,000m3/hr
OR				
Combined heat and power (CHP) plant (Work No. 9)	2 CHP engines	50m x 50m	33m AOD (24m above FGL) stack combined with boiler flue (see Part 16 below)	1.5 MW thermal input per CHP engine (total maximum 3MWth)

PART 16

STEAM RAISING BOILER (WORK No. 8)

(1) Item	*(2) Number*	*(3) Maximum design parameter*	*(4) Maximum height*
Finished ground level (+ or – 0.5m)		9m AOD	
Boiler building	1	20m x 20m	17.5m AOD (8.5m above FGL)
Boiler stack	1	2m diameter plus access platform	Stack 33m AOD (24m above FGL)
Overall footprint of boiler plant		35m x 25m	
Boiler capacity	2	3.5MWth each, one	

		operational, one standby, total maximum 7MWth	
Foundation depth		Piles to a depth of -16m AOD (25m below FGL)	

PART 17

INTERNAL ROADS (FURTHER WORKS WITHIN THE INNER BOUNDARY OF WORK No. 15)

(1) Item	*(2) Maximum design parameter*
Width of two way roads	8m wide
Width of one way roads	4m wide
Total area of internal roads	35,500m2

PART 18

BUILDINGS AND OTHER FACILITIES (WORK Nos. 3, 7, 19 and FURTHER WORKS)

(1) Item	*(2) Main parameters*	*(3) Maximum height*
Gateway building (Work No. 19)	58.2m x 17.1m	18.5m AOD (9m above FGL) Piled foundations to a depth of -15.5m AOD (25m below FGL)
Workshop building (Work No. 7)	55m x 16m	19.5m AOD (10m above FGL) Piled foundations to a depth of -15.5m AOD (25m below FGL)
District Network Operator (DNO) enclosure (Work No. 19)	5m x 10m	12.5m AOD (3m above FGL)
Vehicle parking (Work Nos. 3, 7 and Further Works)	4,000m2	N/A
	56 staff (including LGVs); 7 HGVs; 3 trailers; 12 visitor vehicle parking spaces (including two disabled spaces); 1 visitor coach parking space Provision for 50 bicycles	

PART 19

CONSTRUCTION COMPOUNDS (WORK Nos. 18, 25, 28, 32 and 34)

(1) Item	*(2) Maximum design parameter*
Existing Cambridge waste water treatment plant tunnel	60m x 130m

interception shaft (shaft 1)/pipe jack reception shaft (shaft 2) (Work Nos. 18 and 25)	
Pipe jack intermediate shaft 3 (Work No. 28)	64m x 60m
Pipe jack intermediate shaft 4 (Work No. 28)	64m x 60m
Pipe jack intermediate shaft 5 (Work No. 28)	64m x 60m
Riverside compound for treated effluent discharge point (Work No. 32)	40m x 25m
Waterbeach Primary Compound located at the North end of the pipeline (Work No. 34)	100m x 100m
Additional transient compounds along the Waterbeach pipeline at 1km spacing between the Main Construction Compound and the Primary Compound (Work No. 34)	80m x 20m

PART 20

TRANSFER TUNNEL (WORK Nos. 18 and 27)

(1) Item	*(2) Diameter*	*(3) Height*	*(4) Depth to Invert (+ or – 0.5m)*	*(5) Existing and finished ground level (+ or – 0.5m)*
Shaft 1 (interception shaft) (Work No. 18)	Maximum 9m	-	-11.0m AOD (18m below FGL)	7m AOD (0m above FGL)
Shaft 1 vent stack and odour control height (Work No. 18)		17m AOD (10m above FGL)	6m AOD (1m below FGL)	7m AOD (0m above FGL)
Shaft 2 (Work No. 18)	12m	-	-11.0m AOD (18m below FGL)	7m AOD (0m above FGL)
Shaft 1 and 2 combined option (Work No. 18)	Remaining shaft 9m – temporary excavation 20m x 10m	-	-11.0m AOD (18m below FGL)	7m AOD (0m above FGL)
Shaft 3 (Work No. 27)	12.5m	-	-11.5m AOD (21m below FGL)	9.5m AOD (0m above FGL)
Shaft 4 (Work No. 27)	9.0m	-	-12.0m AOD (21m below FGL)	9.0m AOD (0m above FGL)
Shaft 5 (Work No. 27)	12.5m	-	-12.5m AOD (23.5m below FGL)	11.0m AOD (0m above FGL)

PART 21

OUTFALL STRUCTURE (WORK No. 32)

(1) Item	*(2) Length/dimensions (+ or – 0.5m)*	*(3) Depth to invert (+ or – 0.5m)*	*(4) Existing and finished ground level (+ or – 0.5m)*
Finished ground level (+ or – 0.5m)			4.5m AOD (0m above FGL)
Outfall structure	12m long x 7m wide x 5m deep	0.5m AOD (4m below FGL)	4.5m AOD (0m above FGL)
North Sheet piled protection	20m	-5.0m AOD (9.5m below FGL)	4.5m AOD (0m above FGL)
South Sheet piled protection	35m	-5.0m AOD (10.5m below FGL)	5.5m AOD (0m above FGL)

PART 22

SOLAR INSTALLATION (WORK Nos. 7, 15 and 19)

(1) Item	*(2) Maximum area*	*(3) Minimum area*
Total solar installation	7.0 Hectares	0.0 Hectares

PART 23

HEIGHTS OF SLIM STRUCTURES NOT INCLUDED IN OTHER PARTS

(1) Item	*(2) Height*	*(3) Existing and finished Ground level (+ or – 0.5m)*
Heights of crane jibs during construction (all Work Nos.)	50m above existing ground level equating to 60.0m AOD	No greater than 10.0m AOD
Lighting columns (Work Nos. 2, 3 and further works)	15m AOD (5m above FGL)	No greater than 10.0m AOD

PART 24

PARAPET OVER THE A14 (WORK No. 1)

(1) Item	*(2) Height*
Equestrian parapet over the A14 forming part of the highway works within Work No. 1	1.8m

SCHEDULE 15

Article 47

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF ELECTRICITY AND GAS UNDERTAKERS

Application

1. For the protection of the affected undertakers referred to in this Part of this Schedule (save for Eastern Power Networks Plc which is protected by Part 2 of this Schedule and Cadent Gas Limited which is protected by Part 3 of this Schedule) the following provisions must, unless otherwise agreed in writing between the undertaker and the affected undertaker concerned, have effect.

2. In this Part of this Schedule—

"affected undertaker" means—

(a) any licence holder within the meaning of Part 1 (electricity supply) of the 1989 Act;

(b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986(**a**)

for the area of the authorised development but, for the avoidance of doubt, does not include Eastern Power Networks Plc and Cadent Gas Limited which have the benefit of Part 2 and Part 3 of this Schedule respectively, and in relation to any apparatus, means the party to whom it belongs or by whom it is maintained;

"alternative apparatus" means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means—

(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the 1989 Act), belonging to or maintained by that affected undertaker;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;

"functions" includes power and duties; and

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land.

Precedence of the 1991 Act in respect of apparatus in the streets

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the affected undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Removal of apparatus

4.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of an affected undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the affected undertaker in question.

(**a**) 1986 c. 44. Section 7 was substituted by section 5 of the Gas Act 1995 (c. 45) and was further amended by section 76 of the Utilities Act 2000 (c. 27). There are other amendments to section 7 which are not relevant to this Order.

(2) If, for the purposes of executing any works in, on or under any land purchased, held or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the affected undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order) an affected undertaker reasonably needs to remove any of its apparatus the undertaker must, subject to sub-paragraph (3), afford to the affected undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

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

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 52 (arbitration).

(5) The affected undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 52 (arbitration) and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected undertaker in question that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the affected undertaker.

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

Facilities and rights for alternative apparatus

5.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker or alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the affected undertaker in question or in default of agreement settled by arbitration in accordance with article 52 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the affected undertaker in question then the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that affected undertaker as appears to the arbitrator to be reasonable having regard to all the circumstance of the particular case.

Retained apparatus

6.—(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 4(2) of this Part of this Schedule, the undertaker must submit to the affected undertaker in question a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the affected undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the affected undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by an affected undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If an affected undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 5 of this Part of this Schedule apply as if the removal of the apparatus had been required by the undertaker under paragraph 4(2) of this Part of this Schedule.

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the affected undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances.

Expenses and costs

7.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 4(2) of this Part of this Schedule.

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

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

(a) apparatus of better type, of greater quality or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimension; 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 the 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 52 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount

which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of great 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 had also been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an affected undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Compensation

8.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5, any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of an affected undertaker, or if there is any interruption in any service provided, or in the supply of any good, by any affected undertaker, the undertaker must—

(a) bear and pay the costs reasonably incurred by that affected undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that affected undertaker for any other expenses, loss, damages, penalty or costs incurred by the affected undertaker,

by reason or in consequence of any such damage or interruption.

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

(3) An affected undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

PART 2

FOR THE PROTECTION OF EASTERN POWER NETWORKS PLC

Application

9. For the protection of Eastern Power, the following provisions have effect, unless otherwise agreed in writing between the undertaker and Eastern Power.

Interpretation

10. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable Eastern Power to fulfil its statutory functions in a manner not less efficient than previously;

"apparatus" means electric lines or electrical plant (as defined in the 1989 Act) belonging to or maintained by Eastern Power and which for the avoidance of doubt includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"functions" includes powers and duties;

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

"Eastern Power" means Eastern Power Networks Plc (company registration number 02366906) registered at Newington House, 237 Southwark Bridge Road, London, SE1 6NP.

On-street apparatus

11. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Eastern Power are regulated by the provisions of Part 3 of the 1991 Act.

Temporary closure of streets

12. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 12 (temporary stopping up of streets), Eastern Power is 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 may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the closure or diversion was in that street.

Acquisition of land

13. 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

14.—(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 over which access to any apparatus is enjoyed or requires that Eastern Power's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Eastern Power to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of Eastern Power 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 Eastern Power 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 Eastern Power reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Eastern Power 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, Eastern Power must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed

between Eastern Power and the undertaker or in default of agreement settled by arbitration in accordance with article 52 (arbitration).

(5) Eastern Power must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 52 (arbitration), and after the grant to Eastern Power 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 Eastern Power in question that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by Eastern Power, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Eastern Power.

(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

15.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Eastern Power facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Eastern Power or in default of agreement settled by arbitration in accordance with article 52 (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 Eastern Power 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 Eastern Power as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

16.—(1) Not less than twenty-eight 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 14(2) of this Part of this Schedule, the undertaker must submit to Eastern Power a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (4) by Eastern Power for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Eastern Power is entitled to watch and inspect the execution of those works.

(3) If Eastern Power fails to respond to a plan, section and description submitted under sub-paragraph (1) within 42 days of its submission, the undertaker may send a written reminder to Eastern Power, and if Eastern Power has neither given nor refused its approval within 14 days of the issue of such reminder, such approval will be deemed to have been given.

(4) Any requirements made by Eastern Power under sub-paragraph (2) must be made within the period referred to in sub-paragraph (3).

(5) If Eastern Power in accordance with sub-paragraph (4) 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 9 to 15 of this Part of this Schedule apply as if the removal of the apparatus had been required by the undertaker under paragraph 14(2) of this Part of this Schedule.

(6) Nothing in this paragraph 16 precludes the undertaker from submitting at any time or from time to time, but in no case less than 15 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph 16 apply to and in respect of the new plan, section and description.

(7) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Eastern Power notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

Expenses

17.—(1) Subject to the following provisions of this paragraph 17, the undertaker must repay to Eastern Power the reasonable expenses incurred by Eastern Power 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 14(2) of this Part of this Schedule.

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

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

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 52 (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 Eastern Power by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 14(2) of this Part of this Schedule; 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 (5) would be payable to Eastern Power 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 Eastern Power 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.

Indemnity

18.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 14(2) of this Part of this Schedule, any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Eastern Power, or there is any interruption in any service provided, or in the supply of any goods, by Eastern Power, the undertaker must—

(a) bear and pay the cost reasonably incurred by Eastern Power in making good such damage or restoring the supply; and

(b) make reasonable compensation to Eastern Power for any other expenses, loss, damages, penalty or costs incurred by Eastern Power,

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 Eastern Power, its officers, servants, contractors or agents.

(3) Eastern Power 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 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.

PART 3

FOR THE PROTECTION OF CADENT GAS LIMITED AS GAS UNDERTAKER

Application

19. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

Interpretation

20. In this Part of this Schedule, unless context requires otherwise, the following terms have the following meanings—

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than: "A-" if the rating is assigned by Standard & Poor's Ratings Group or Fitch Ratings; and "A3" if the rating is assigned by Moody's Investors Services Inc.;

"acceptable insurance" means a third party liability insurance effected and maintained by the undertaker to a level of not less than £50,000,000 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance must be maintained for the construction period of the authorised works which constitute specified works and arranged with an internationally recognised insurer of repute operating in the London and worldwide insurance market underwriters whose security/credit rating meets the same requirements as an "acceptable credit provider", such policy must include (but without limitation)—

(a) Cadent as a Co-Insured;

(b) a cross liabilities clause;

(c) a waiver of subrogation in favour of Cadent; and

(d) contractors' pollution liability for third party property damage and third party bodily damage arising from a pollution/contamination event with cover of £10,000,000 (ten million pounds) per event or £20,000,000 (twenty million pounds) in aggregate;

"acceptable security" means either—

(a) evidence provided to Cadent's reasonable satisfaction that the undertaker has a tangible net worth of not less than £50,000,000 (Fifty Million Pounds) (or an equivalent financial measure);

(b) a parent company guarantee from a parent company in favour of Cadent to cover the undertaker's liability to Cadent to a cap of not less than £50,000,000 (fifty million pounds) per asset per event up to a total liability cap of £50,000,000 (fifty million pounds) (in a form reasonably satisfactory to Cadent and where required by Cadent, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(c) a bank bond or letter of credit from an acceptable credit provider in favour of Cadent Gas Limited to cover the undertaker's liability to Cadent for an amount of not less than £50,000,000 (fifty million pounds) per asset per event up to a total liability cap of £50,000,000 (fifty million pounds) (in a form reasonably satisfactory to Cadent);

"alternative apparatus" means appropriate alternative apparatus to the 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 (including transformed rectifiers and any associated groundbeds or cables), cables, marker posts, block valves, hydrogen above ground installations or other apparatus belonging to or maintained by Cadent for the purposes of Cadent's undertaking together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of Cadent's undertaking and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised works" has the same meaning as is given to the term "authorised development" in article 2 (interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

"Cadent" means Cadent Gas Limited (Company Number 10080864) whose registered office is situated at Pilot Way, Ansty, Coventry, England, CV7 9JU and any successor in title or assign and/or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"Cadent's undertaking" means the rights, duties and obligations of Cadent Gas Limited as a public gas transporter within the meaning of Section 7 of the Gas Act 1986(**a**);

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, will require the undertaker to submit for Cadent's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

(**a**) Section 7 was substituted by section 5 of the Gas Act 1995 (c. 45) and was further amended by section 76 of the Utilities Act 2000 (c. 27). There are other amendments to section 7 which are not relevant to this Order.

"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" includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus and the definition of "maintain" in article 2 does not apply to this Part of this Schedule;

"parent company" means a parent company of the undertaker acceptable to Cadent and which will have been approved by Cadent acting reasonably;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"rights" includes rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which—

(a) will or may be situated over, or within, 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 25(2) of this Part of this Schedule or otherwise;

(b) include any of the activities that are referred to in CD/SP/SSW/22 (Cadent's policies for safe working in the vicinity of Cadent's Assets).

On street apparatus

21.—(1) Except for paragraphs 22 (Apparatus of Cadent in stopped up streets), 25 (Removal of apparatus) in so far as sub-paragraph 21(2) of this Part of this Schedule applies, paragraph 26 (Facilities and rights for alternative apparatus) in so far as sub-paragraph 21(2) of this Part of this Schedule applies, 27 (Retained apparatus: protection of Cadent), 28 (Expenses) and 29 (Indemnity) of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent, the other provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act.

(2) Notwithstanding sub-paragraph (1), paragraphs 25 and 26 of this Part of this Schedule apply to diversions even where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within an existing adopted public highway.

(3) Notwithstanding article 11 (power to alter layout, etc, of streets) or any other powers in the Order generally, section 85 (sharing of cost of necessary measures) of the 1991 Act in relation to cost sharing and the regulations made thereunder will not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

Apparatus of Cadent in stopped up streets

22. Notwithstanding the temporary stopping up or diversion of any street under the powers of article 12 (temporary stopping up of streets), Cadent will be at liberty at all times to take all necessary access across any such stopped up street and/or to execute and do all such works and things in, upon or under any such street as it would have been entitled to do immediately before such temporary stopping up or diversion in respect of any apparatus which at the time of the stopping up or diversion was in that street.

Protective works to buildings

23.—(1) The undertaker, in the case of the powers conferred by article 20 (protective works to buildings and structures), must exercise those powers so as not to obstruct or render less

convenient the access to any apparatus without the written consent of Cadent and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Cadent or any interruption in the supply of gas by Cadent, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and subject to sub-paragraph (2), will—

(a) pay compensation to Cadent for any loss sustained by it; and

(b) indemnify Cadent against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by Cadent, by reason of any such damage or interruption.

(2) Nothing in this paragraph 23 imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of Cadent or its contractors or workmen; and Cadent will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof will be made by Cadent, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

24.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not appropriate or acquire any land interest or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of Cadent otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between Cadent and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of Cadent and/or affects 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 and variations 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 and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent and/or other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Schedule will prevail.

(4) Any agreement or consent granted by Cadent under paragraph 27 of this Part of this Schedule or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement between the parties in sub-paragraph (1) that involves de-commissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement and/or other interest of Cadent in such decommissioned apparatus and consequently acquire title to 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 this paragraph 24 do not apply, the undertaker must—

(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

25.—(1) If, in the exercise of the agreement reached in accordance with paragraph 24 of this Part of this Schedule or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the satisfaction of Cadent and in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land. it must give to Cadent advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its satisfaction (taking into account paragraph 26(1) of this Part of this Schedule) the necessary facilities and rights—

(a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);

(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas to reasonably and safely undertake necessary works by Cadent in respect of the apparatus).

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, save that this obligation will not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent and the undertaker.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of any such facilities and rights as are referred to in sub-paragraph (2) or (3), have been afforded to Cadent to its satisfaction, 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

26.—(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 (in Cadent's reasonable opinion) then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 33 of this Part of this Schedule and the arbitrator will 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 circumstance of the particular case.

Retained apparatus: protection of Cadent

27.—(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 works to which sub-paragraph (1) applies until Cadent has given written approval of the plan so submitted.

(4) Any approval of Cadent required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and

(b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraph (1) applies, Cadent may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph 27 applies must only be executed in accordance with the plan, submitted under sub-paragraphs (1) and (2) or as relevant sub-paragraph (5), as approved or as amended from time to time by agreement between the undertaker and Cadent and in accordance with 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 27, must be

carried out to Cadent's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) If Cadent in accordance with sub-paragraphs (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the undertaker under sub-paragraph 25(2) of this Part of this Schedule.

(9) Nothing in this paragraph 27 precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph 27 will apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with—

(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with Cadent's policies for safe working in proximity to gas apparatus "CD/SP/SSW/22 (Cadent's policies for safe working in the vicinity of Cadent's Assets" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker will implement an appropriate ground mitigation scheme save that Cadent retains the right to carry out any further necessary works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 28 of this Part of this Schedule.

Expenses

28.—(1) Subject to the following provisions of this paragraph 28, the undertaker must pay to Cadent within 28 days of demand all charges, costs and expenses reasonably anticipated or incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the negotiation or 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 25(3); and/or

(ii) exercising any compulsory purchase powers in the 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 paragraph 27(6) of this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

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

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 33 of this Part of this Schedule 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 (3) would be payable to Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimension 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 (5) 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

29.—(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 works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) 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 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 or costs incurred 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 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; and

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 (benefit of order granting development consent) of the Planning Act 2008 or article 8 (transfer of benefit of Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this sub-paragraph (3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 29.

(4) Cadent must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering the representations.

(5) The undertaker must not commence construction (and must not permit the commencement of such construction) of the authorised works on any land owned by Cadent or in respect of which Cadent has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres in any direction of Cadent's apparatus until the following conditions are satisfied—

(a) unless and until Cadent is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it will maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and Cadent has confirmed the same to the undertaker in writing; and

(b) unless and until Cadent is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to Cadent that it will maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and Cadent has confirmed the same in writing to the undertaker.

(6) In the event that the undertaker fails to comply with sub-paragraph 29(5) of this Part of this Schedule, nothing in this Part of this Schedule will prevent Cadent from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

30. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule 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 date on which this Order is made.

Co-operation

31.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or Cadent requires the removal of apparatus under paragraph 25(2) of this Part of this Schedule or Cadent makes requirements for the protection or alteration of apparatus under paragraph 27 of this Part of this Schedule, the undertaker must use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent's undertaking and Cadent must use its reasonable 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 the undertaker or the taking of action by the undertaker, Cadent's consent must not be unreasonably withheld or delayed.

Access

32. If in consequence of the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

33. Save for differences or disputes arising under sub-paragraphs 25(2), 25(4), 26(1), 28(5) and paragraph 27 of this Part of this Schedule 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 52 (arbitration) and in settling any difference or dispute, the arbitrator must have regard to the requirements of Cadent for ensuring the safety, economic and efficient operation of Cadent's apparatus.

Notices

34. The plans submitted to Cadent by the undertaker pursuant to sub-paragraph 27(1) must be sent to Cadent Gas Limited Plant Protection by e-mail to plantprotection@cadentgas.com copied by e-mail to landservices@cadentgas.com and sent to the General Counsel Department at Cadent's registered office or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker.

PART 4

FOR THE PROTECTION OF RAILWAY INTERESTS

35. 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 48 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

36. 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 agreed between the undertaker and Network Rail which must accord with the form of basic asset protection agreement already agreed between the undertaker and Network Rail as at the date of this Order;

"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**);

"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 licencee 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 5 (maintenance of authorised development) in respect of such works.

37.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

(a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to the Order.

(3) 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.

(4) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld or delayed (save that 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)) but may be given subject to reasonable conditions.

(**a**) 1993 c. 43. Section 8 was amended by paragraph 4 of Schedule 17 and Part 4 of Schedule 31 to, the Transport Act 2000 (c. 38), paragraph 5 of Schedule 2 to the Railways and Transport Safety Act 2003 (c. 20), paragraph 3 of Schedule 1, and Part 1 of Schedule 13, to the Railways Act 2005 (c. 14) and S.I. 2015/1682.

(5) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

38.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration in accordance with article 52 (arbitration) of this Order.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed (save that it shall never be unreasonable for Network Rail to delay consent where issues of railway and/or public consent are concerned (with such matters being in Network Rail's absolute discretion)), and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it 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 38, 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.

39.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 38(4) of this Part of this Schedule 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 38 of this Part of this Schedule;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put in accordance with the indemnity provided at paragraph 48(1) of this Part of this Schedule.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

40. 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.

41. 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.

42.—(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 the construction 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 38(1) of this Part of this Schedule, pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which Network Rail 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 42 and paragraph 43(a) of this Part of this Schedule provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph 42.

43. 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 38(3) of this Part of this Schedule or in constructing any protective works under the provisions of paragraph 38(4) of this Part of this Schedule 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.

44.—(1) In this paragraph 44—

"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 44 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 38(1) of this Part of this Schedule 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 38(1) of this Part of this Schedule) 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 38(1) of this Part of this Schedule 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 44 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 39 of this Part of this Schedule.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 48(1) of this Part of this Schedule applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph 44 (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 43(a) of this Part of this Schedule any modifications to Network Rail's apparatus under this paragraph 44 shall be deemed to be protective works referred to in that paragraph 43(a).

(11) In relation to any dispute arising under this paragraph 44 the reference in article 52 (arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Engineering and Technology.

45. 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 (in the reasonable opinion of the engineer (save that it shall never be unreasonable for Network Rail to delay consent where issues of railway and/or public consent are concerned) (with such matters being in Network Rail's absolute discretion), 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.

46. 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.

47. 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.

48.—(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 39 (no double recovery)) which may be 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 a specified work;

(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 a specified work by the undertaker or any person in its employ or of its contractors or others;

(e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the specified work,

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission; 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 will 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) will, 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) In no circumstances shall the undertaker be liable to Network Rail under this paragraph 48 for any indirect or consequential loss (including, without limitation, loss of profit) howsoever arising, nor for any direct or indirect loss that may have been caused by a specified work or the carrying out of the authorised development more than six years after any specified work or the relevant part of the authorised development has been completed.

(6) 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).

(7) In this paragraph 48—

"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 sub-paragraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

49. 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 48 of this Part of this Schedule) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

50. 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.

51. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

(a) any railway property shown on the works and land plans and described in the book of reference;

(b) any lands, works or other property held in connection with any such railway property; and

(c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

52. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part 1 (the provision of railway services) of the Railways Act 1993.

53. 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 which includes any railway land, under article 8 (transfer of 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.

54. 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 51 (certification of plans, etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail via email or by USB.

PART 5

FOR THE PROTECTION OF NATIONAL HIGHWAYS LIMITED

Application etc.,

55.—(1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways.

(2) Except where expressly amended by this Order the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the

Transport Act 2000(**a**), or Town and Country Planning (General Permitted Development) (England) Order 2015(**b**) which shall continue to apply in respect of the exercise of all National Highways' statutory functions.

Interpretation

56.—(1) Where the terms defined in article 2 (*interpretation*) of this Order are inconsistent with sub-paragraph (2), the latter prevail.

(2) In this Part of this Schedule—

"administration fee" means the fee payable pursuant to the provisions of this Part of this Schedule that represent the general internal costs of National Highways in administering the implementation of the specified work and the requirements of this Part of this Schedule and charged as a flat fee based on the final cost of the specified works;

"as built information" means one electronic copy of the following information—

(a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker, in compliance with Interim Advice Note 184 or any successor document;

(b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);

(c) product data sheets and technical specifications for all materials used;

(d) as constructed information for any utilities discovered or moved during the works;

(e) method statements for the works carried out;

(f) in relation to road lighting, signs, and traffic signals, any information required by Series 1300 and 1400 of the Specification for Highway Works or any replacement or modification of it;

(g) organisation and methods manuals for all products used;

(h) as constructed programme;

(i) test results and records as required by the detailed design information and during construction phase of the project;

(j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;

(k) the health and safety file; and

(l) such other information as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway's Asset Data Management Manual as is in operation at the relevant time.

"the bond sum" means the sum equal to 200% of the cost of the carrying out the specified works (to include all costs plus any commuted sum) or such other sum agreed between the undertaker and National Highways;

"the cash surety" means the sum agreed between the undertaker and National Highways;

"commuted sum" means such sum calculated as provided for in paragraph 69 of this Part of this Schedule to be used to fund the future cost of maintaining the specified works where such works have resulted in new network equipment or improvements to the SRN which require future maintenance;

"condition survey" means a survey of the condition of National Highways structures and assets within the Order limits that may be affected by the specified works;

"contractor" means any contractor or subcontractor appointed by the undertaker to carry out the specified works;

(**a**) 2000 c. 38.
(**b**) S.I. 2015/596.

"defects period" means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate;

"detailed design information" means such of the following drawings, specifications and calculations as are relevant to the specified works—

(a) site clearance details;

(b) boundary, environmental and mitigation fencing;

(c) road restraints systems and supporting road restraint risk appraisal process assessment;

(d) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;

(e) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;

(f) pavement, pavement foundations, kerbs, footways and paved areas;

(g) traffic signs and road markings;

(h) traffic signal equipment and associated signal phasing and timing detail;

(i) road lighting (including columns and brackets);

(j) electrical work for road lighting, traffic signs and signals;

(k) motorway communications as required by DMRB;

(l) highway structures and any required structural approval in principle;

(m) landscaping;

(n) proposed departures from DMRB standards;

(o) walking, cycling and horse riding assessment and review report;

(p) stage 1 and stage 2 road safety audits and exceptions agreed;

(q) utilities diversions;

(r) topographical survey;

(s) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it;

(t) health and safety information including any asbestos survey required by GG105 or any successor document;

(u) other such information that may be required by National Highways to be used to inform the detailed design of the specified works; and

(v) regime of California Bearing Ratio testing.

"DBFO contract" means the contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road network which are within the Order Limits or any successor or replacement contract that may be current at the relevant time;

"DMRB" means the Design Manual for Roads and Bridges or any replacement or modification of it;

"final certificate" means the certificate relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 67 of this Part of this Schedule;

"the health and safety file" means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction

(Design and Management) Regulations 2015(**a**) (or such updated or revised regulations as may come into force from time to time);

"highway operations and maintenance contractor" means the contractor appointed by National Highways under the DBFO contract;

"nominated persons" means the undertaker's representatives or the contractor's representatives on site during the carrying out of the specified works as notified to National Highways from time to time;

"programme of works" means a document setting out the sequence and timetabling of the specified works;

"provisional certificate" means the certificate of provisional completion relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 63 of this Part of this Schedule when it considers the specified works are substantially complete and may be opened for traffic;

"road safety audit" means an audit carried out in accordance with the road safety audit standard;

"road safety audit standard" means DMRB Standard HD GG119 or any replacement or modification of it;

"road space booking" means road space bookings in accordance with National Highways' Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy;

"Specification for Highways Works" means the specification for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network;

"specified works" means—

(a) highway works and signalisation on the strategic road network for which National Highways is the highway authority including any maintenance of such works including the works listed at articles 10 (street works) and 11 (power to alter layout, etc, of streets) of this Order and includes Work No 1; or

(b) the installation and maintenance of such parts of the authorised development under or over the strategic road network (including any structure) for which National Highways is the highway authority, authorised by this Order;

"strategic road network" means any part of the road network including trunk roads, special roads or streets and including any structure on such roads or streets for which National Highways is the highway authority including drainage infrastructure, street furniture, verges and vegetation and all other land, apparatus and rights located in, on, over or under the highway;

"utilities" means any pipes, wires, cables or equipment belonging to any person or body having power or consent to undertake street works under the 1991 Act; and

"winter maintenance" means maintenance of the road surface to deal with snow and ice.

General

57. The undertaker acknowledges that parts of the works authorised by this Order affect or may affect parts of the strategic road network in respect of which National Highways have appointed the highway operations and maintenance contractor.

58. References to any standards, manuals, contracts, Regulations and Directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to

(**a**) S.I. 2015/51.

be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

Works outside the Order limits

59. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order Limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works. For the avoidance of doubt, the reference to works in this paragraph 59 does not include traffic regulation orders identified on the access and traffic regulation order plans.

Prior approvals and security

60.—(1) The specified works must not commence until in respect of that part of the specified work, save where an item in (a) to (j) is agreed by National Highways and the undertaker as not being relevant to that part of the specified works—

(a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;

(b) the programme of works has been approved by National Highways;

(c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—

(i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a);

(ii) details of the proposed road space bookings;

(iii) the identity and qualification of the contractor and nominated persons;

(iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker; and

(v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 - Designing for walking, cycling and horse riding.

(d) a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;

(e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c)(iv) above;

(f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;

(g) the undertaker has agreed the estimate of the commuted sum with National Highways;

(h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the specified works (which must include winter maintenance) has been agreed in writing by National Highways;

(i) the undertaker has procured to National Highways warranties from the contractor and designer of the specified works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill, care and diligence in designing and constructing the specified works, including in the selection of materials, goods, equipment and plant; and

(j) the condition survey and a reasonable regime of monitoring of any National Highways assets or structures that are the subject of the condition survey has been agreed in writing by National Highways.

(2) The undertaker must not exercise—

(a) article 5 (maintenance of authorised development);

(b) article 12 (temporary stopping up of streets);

(c) article 17 (traffic regulation);

(d) article 19 (discharge of water);

(e) article 20 (protective works to buildings and structures);

(f) article 21 (authority to survey and investigate the land);

(g) article 23 (felling or lopping trees and removal of hedgerows);

(h) article 35 (temporary use of land for carrying out the authorised development); or

(i) article 36 (temporary use of land for maintaining the authorised development) of this Order,

over any part of the strategic road network without the consent of National Highways, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space bookings and/or submit a scheme of traffic management for National Highways' approval.

(3) National Highways must prior to the commencement of the specified works or the exercise of any power referenced in sub-paragraph (2) inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraphs (1) or (2).

(4) Any approval of National Highways required under this paragraph 60—

(a) must not be unreasonably withheld;

(b) must be given in writing;

(c) shall be deemed to have been refused if neither given nor refused within 2 months of the receipt of the information for approval or, where further particulars are requested by National Highways within 2 months of receipt of the information to which the request for further particulars relates; and

(d) may be subject to any conditions as National Highways considers necessary.

(5) National Highways must provide the undertaker with a list, which is to be agreed between the parties acting reasonably, of all the structures, assets and pavements to be subject to both a condition survey and reasonable regime of monitoring pursuant to sub-paragraph (1)(j) before the first condition survey is conducted and the reasonable regime of monitoring is implemented.

Construction of the specified works

61.—(1) The undertaker must give National Highways 28 days' notice in writing of the date on which part of the specified works will start unless otherwise agreed by National Highways.

(2) The undertaker must comply with National Highways' road space booking procedures prior to and during the carrying out of the specified works and no such specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways.

(3) The specified works must be carried out by the undertaker to the satisfaction of National Highways in accordance with—

(a) the relevant detailed design information and programme of works approved pursuant to paragraph 60(1) of this Part of this Schedule or as subsequently varied by agreement between the undertaker and National Highways;

(b) the DMRB, the Manual of Contract Documents for Highway Works, including the Specification for Highway Works, together with all other relevant standards as required

by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016(**a**) save to the extent that exceptions from those standards apply which have been approved by National Highways; and

(c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker, as client, must ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of National Highways.

(4) The undertaker must permit and must require the contractor to permit at all reasonable times and upon reasonable notice persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to the specified works for the purposes of inspection and supervision of the specified works.

(5) If any part of the specified works is constructed—

(a) other than in accordance with the requirements of this Part of this Schedule; or

(b) in a way that causes damage to the highway, highway structure or asset or any other land of National Highways,

National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the satisfaction of National Highways.

(6) If within 28 days on which a notice under sub-paragraph (5) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure incurred by National Highways in so doing, such sum to be payable within 30 days of a written demand, including itemised costs.

(7) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with or the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing.

(8) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the satisfaction of National Highways.

(9) During the construction of the specified works the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance operations agreed by National Highways pursuant to paragraph 60(1)(h) of this Part of this Schedule and the undertaker must carry out such maintenance at its own cost.

(10) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to paragraph 60(1)(b) of this Part of this Schedule or suspends the carrying out of any specified work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

Payments

62.—(1) The undertaker must pay to National Highways a sum equal to the whole of any costs and expenses which National Highways incurs (including costs and expenses for using internal or external staff) in relation to the specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part of this Schedule, including—

(**a**) S.I. 2016/362.

(a) the checking and approval of the information required under paragraph 60(1) of this Part of this Schedule;

(b) the supervision of the specified works;

(c) the checking and approval of the information required to determine approvals under this Order which are not covered by the administration fee;

(d) all costs in relation to the transfer of any land or grant of rights which may be required for the specified works;

(e) the administration fee;

(f) all legal costs incurred which are not already covered by (a) to (e) above; and

(g) any value added tax which is payable by National Highways in respect of such costs and expenses in (a) to (f) and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising the "NH costs".

(2) The undertaker must pay to National Highways within 30 days of receipt and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the specified works.

(3) National Highways must provide the undertaker with an itemised schedule showing its estimate of the NH costs, including its estimate of the administration fee, prior to the commencement of the specified works and the undertaker must pay to National Highways an amount equal to the estimated sum prior to National Highways incurring any cost and prior to commencing the specified works.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs notified pursuant to sub-paragraph (3) it may give written notice to the undertaker of the amount that it believes the NH costs will exceed the estimate ("the excess") and the undertaker must pay to National Highways within 30 days of the date of the notice a sum equal to the excess.

(5) National Highways must give the undertaker an itemised final account of NH costs referred to in sub-paragraph (1) within 91 days of the issue of the provisional certificate issued pursuant to paragraph 63(4) of this Part of this Schedule.

(6) Within 30 days of the issue of the final account—

(a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it;

(b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.

Provisional Certificate

63.—(1) Following any closure or partial closure of any part of the strategic road network for the purposes of carrying out the specified works, National Highways will carry out a site inspection to satisfy itself that the part of the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways prior to reopening of that part of the strategic road network.

(2) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.

(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable and within 28 days of receipt of the application under sub-paragraph (2) or such other period agreed between the parties, National Highways must—

(a) inspect the specified works; and

(b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(4) When—

(a) a stage 3 road safety audit for the specified works has been carried out (where relevant) and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;

(b) the specified works incorporating the approved remedial works under sub-paragraph (4)(a) and any further works notified to the undertaker pursuant to sub-paragraph (3)(b) have been completed to the satisfaction of National Highways;

(c) the as built information has been provided to National Highways; and

(d) the undertaker has paid the commuted sum to National Highways.

National Highways must issue the provisional certificate (not to be unreasonably withheld or delayed).

(5) On the issue of the provisional certificate the bond sum shall be reduced to 20% of the total bond sum save insofar as any claim or claims have been made against the bond before that date in which case National Highways will retain a sufficient sum to ensure it does not have to meet any costs for or arising from the specified works.

(6) The undertaker must submit a stage 4 road safety audits as required by and in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must provide updated as-built information to National Highways.

Opening

64. The undertaker must notify National Highways not less than 14 days in advance of the intended date of opening to the public of part (a) of the specified works and the undertaker must notify National Highways of the actual date part (a) of the specified works will be opened to the public within 14 days of that date.

Final condition survey

65.—(1) The undertaker must, as soon as reasonably practicable after making its application for a provisional certificate pursuant to paragraph 63(2), arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622 or its equivalent if the specified works include any works beneath the strategic road network.

(2) If the re-surveys carried out pursuant to sub-paragraph (1) indicate that any damage has been caused to a structure, asset or pavement, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted.

(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme, National Highways may carry out the steps required of the undertaker and may recover any expenditure it reasonably incurs in so doing, such agreed sum to be paid within 30 days of receipt of a written and itemised demand.

(4) National Highways may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to sub-paragraph (1) give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover any expenditure it reasonably incurs in so doing.

(5) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any of the specified work following its completion that the undertaker may from time to time carry out.

Defects Period

66.—(1) The undertaker must at its own expense remedy any defects in the specified works as are reasonably required by National Highways to be remedied during the defects period. All identified defects must be remedied in accordance with the following timescales—

(a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);

(b) in respect of matters which National Highways considers to be serious defects or faults, within 14 days of receiving notification of the same; and

(c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same or such other time period as is agreed.

(2) On the issue of the provisional certificate National Highways has responsibility for maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

Final Certificate

67.—(1) The undertaker must apply to National Highways for the final certificate no sooner than 12 months from the date of the provisional certificate.

(2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable and within 28 days of receipt of the application under sub-paragraph (1) National Highways must—

(a) inspect the specified works; and

(b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage to the strategic road network or confirmation that no such works are required for this purpose.

(3) The undertaker must carry out such works notified to it pursuant to sub-paragraph (2).

(4) When National Highways is satisfied that any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph (2) and any remedial works required as a result of the stage 4 road safety audit have been made good to the satisfaction of National Highways, National Highways must issue the final certificate, such certificate not to be unreasonably withheld or delayed, after which the bond shall be released in full.

Security

68. The specified works must not commence until—

(a) the undertaker procures that the specified works are secured by a bond from a bondsman first approved by National Highways in the agreed form between the undertaker and National Highways, to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and the specified works under the provisions of this Part of this Schedule provided that the maximum liability of the bond must not exceed the bond sum; and

(b) the undertaker has provided the cash surety which may be utilised by National Highways in the event of the undertaker failing to meet its obligations to make payments under paragraph 62 of this Part of this Schedule or to carry out works the need for which arises from a breach of one or more of the obligations of the undertaker under the provisions of this Part of this Schedule.

Commuted sums

69.—(1) National Highways must provide to the undertaker an estimate of the commuted sum, calculated in accordance with FS Guidance S278 Commuted Lump Sum Calculation Method dated 18 January 2010 or any successor guidance, prior to the commencement of the specified works.

(2) The undertaker must pay to National Highways the commuted sum prior to the issue of the provisional certificate.

Insurance

70. Prior to the commencement of the specified works the undertaker must effect public liability insurance with an insurer in the minimum sum of £10,000,000.00 (ten million pounds) in respect of any one claim against any legal liability for damage, loss or injury to any property or any person as a direct result of the execution of the specified works or use of the strategic road network by the undertaker.

Indemnity

71.—(1) The undertaker must indemnify National Highways from and against all costs, claims, expenses, damages, losses and liabilities directly suffered by National Highways arising from the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order within 30 days of demand provided that—

(a) National Highways notifies the undertaker upon receipt of any claim; and

(b) National Highways notifies the quantum of the claim to the undertaker in writing.

(2) The indemnity provided by this clause shall not apply in respect of any cost, expense, damage, loss and/or liability which may arise out of or be incidental to any negligent or defective act, default or omission on the part of National Highways, its agents, workmen or employees.

Maintenance of the specified works

72.—(1) The undertaker must, prior to the commencement of any works of maintenance to the specified works, give National Highways 28 days' notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(2) If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured.

(3) The undertaker must comply with any requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 7 days in advance of the planned commencement date of the maintenance works.

(4) The provisions of paragraph 64 of this Part of this Schedule shall apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph 72.

Land or rights

73. If the transfer of any land from or to National Highways or the grant of rights in, on, over or under land for the benefit of the undertaker is required in respect of the specified works, National Highways and the undertaker hereby agree to cooperate in the execution of any transfer or deed of grant or easement as may be necessary. National Highways further agrees that the undertaker may exercise any powers under Part 5 of this Order as may be necessary for the acquisition of such rights.

Expert Determination

74.—(1) Save as set out in sub-paragraph (6), article 52 (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.

(4) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date that an expert is appointed.

(5) The expert must—

(a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 21 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 21 days of receipt of the submission;

(c) issue a decision within 42 days of receipt of the submissions under sub-paragraph (b); and

(d) give reasons for the decision.

(6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 52.

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

PART 6

FOR THE PROTECTION OF LOCAL HIGHWAY AUTHORITIES

Application etc.

75. The provisions of this Part of this Schedule apply for the protection of the local highway authority and have effect unless otherwise agreed in writing between the undertaker and the local highway authority.

Interpretation

76.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2), the latter prevail.

(2) In this Part of this Schedule—

"agreement fee" means a sum equal to eight and a half per cent (8.5%) of the works estimate in respect of the local highway authority's technical approval, administration and inspection costs for keeping the specified works under observation and inspection during the period of construction from when any specified works begin to when the provisional certificate of completion is issued and undertaking the pre-maintenance inspection pursuant to paragraph 88(1) of this Part of this Schedule and final inspection pursuant to paragraph 90(6) of this Part of this Schedule;

"approved drawings" means those plans drawings, calculations and diagrams required to demonstrate that the specified works can reasonably be constructed within the local highway which shall be substantially in accordance with the highways plans and approved pursuant to this Part of this Schedule;

"approved programme and method statement and traffic management proposals" means respectively the detailed programme of works and the method statement and traffic management proposals as approved by the local highway authority as set out in paragraph 81 of this Part of this Schedule and reference to any one of them and the term "the programme" must be construed accordingly;

"asset management fee" means the sum of £150.00 towards amending the local highway authority's legal records;

"asset planning fee" means the sum of £150.00 towards adding and amending the local highway authority's highway asset inventory;

"cash deposit" means a sum equivalent to the works sum;

"CDM Regulations" means The Construction (Design and Management) Regulations 2015;

"cessation of works notice" means a notice served by the local highway authority on the undertaker requiring the undertaker to forthwith cease carrying out the specified works specified in the notice;

"commencement notice" means at least twenty (20) working days' notice to be given by the undertaker to the local highway authority of the undertaker's intention to commence the specified works on the local highway;

"commuted sum" means a payment to the local highway authority calculated in accordance with the formulas pursuant to Cambridgeshire County Council's 'Highways Commuted Sums' policy dated 1 April 2023;

"conditions of contract" means the contract for the specified works which must be let by the undertaker using the New Engineering Contract version 3 2013 (NEC3) or version 4 2017 (NEC4) as amended in 2023 or such other contract as may be approved by the local highway authority;

"conditions survey" means a survey of the surface features of the existing local highway recording any existing defects, damage or missing elements and the required record shall include photographs and a location measured from the centre line of the proposed works noting the cardinal direction or intermediate directions for the side of the local highway;

"contractor" means a suitably qualified contractor nominated by the undertaker and approved by the local highway authority (such approval not to be unreasonably withheld or delayed);

"defects" means any damage or defects to the specified works identified by the local highway authority as part of the pre-maintenance inspection pursuant to paragraph 88(1) of this Part of this Schedule and the final inspection pursuant to 90(6) of this Part of this Schedule;

"final certificate" means the certificate issued by the local highway authority at the end of the maintenance period and following the stage 3 safety audit (or the stage 4 safety audit, if necessary, as the case may be) signifying the specified works are satisfactory and any defects have been remedied and otherwise made good to the satisfaction of the local highway authority;

"health and safety file" means the health and safety documentation required under the CDM Regulations prepared by the undertaker and submitted to the local highway authority;

"designers response" as described in GG119 of the Design Manual for Roads and Bridges;

"Housing Estate Road Construction Specification" means the specification within Cambridgeshire County Council's Development Management – General Principals of Development policy document published by the local highway authority on 7 March 2023;

"local highway" means any public, vehicular highway, way, route, footpath, cycle route, footway, carriageway, bridleway, byway-open-to-all-traffic which vests or is intended at the completion of specified works to vest in or be otherwise maintainable by the local highway authority at public expense;

"local highway authority" means the highway authority with responsibility for the relevant local highway pursuant to the 1980 Act;

"maintenance period" means the period of not less than 12 months from the date of the provisional certificate of completion;

"overseeing organisation" has the meaning as described in GG119 of the Design Manual for Roads and Bridges;

"post-construction inventory" means an inventory of new highway assets listing the number and area of each element of the new assets within the specified works as specified by the local highway authority;

"provisional certificate of completion" means the certificate issued by the local highway authority confirming the specified works have been completed and have been found to be satisfactory to the local highway authority;

"specification" means the Housing Estate Road Construction Specification and where applicable the 'Design Manual for Roads and Bridges' and any other such specifications as reasonably required by the local highway authority and as may be amended from time to time;

"specified works" means any highway works and any street works carried out within the local highway as part of the authorised development and includes any part of the specified works (as the case may be);

"stage 2 safety audit" means the audit undertaken of the detailed design of the specified works prior to the commencement of the specified works. The audit shall be undertaken in compliance with the requirements of GG119 of the 'Design Manual for Roads and Bridges';

"stage 3 safety audit" means the audit undertaken following completion of the specified works in compliance with the requirements of GG119 of the 'Design Manual for Roads and Bridges';

"stage 4 safety audit" means the safety audit undertaken in compliance with the requirements of GG119 of the 'Design Manual for Roads and Bridges' at the discretion of the local highway authority following expiration of the maintenance period to assess the specified works in order to determine whether any remedial works are required prior to issue of the final certificate;

"statutory undertaker (highways)" means a statutory undertaker as defined in section 329(1)(**a**) (further provision as to interpretation) of the 1980 Act and all those bodies deemed to be statutory undertakers for the purposes of the 1980 Act and all those undertakers licensed in accordance with the 1991 Act;

"street lighting design review" means a review of street lighting comprised in the specified works, such review to include layout design and specification;

"technical approval" means approval granted to the undertaker by the local highway authority in connection with each of the specified works at a specific specified works location enabling these to progress to on site operations;

"third party notice information" means—

(a) a brief description of the specified works emphasising any changes to the appearance of the streetscape (e.g. removal of grass verges or significant changed in materials used);

(b) planned start date;

(c) contract period or planned completion date;

(d) name and address of contractor carrying out the specified works;

(e) details of the person responsible for supervision of the specified works including an address and telephone number to contact should a query arise;

(f) details of emergency contact(s) for the specified works which are to be available twenty four hours a day seven days a week for each area of specified works until the final certificate is issued and the contact details must include a telephone number and email address; and

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(**a**) Section 329(1) was amended by Part 1 of Schedule 9 to the Gas Act 1986 (c. 44), Schedule 18 to the Electricity Act 1989 (c. 29) and Schedule 27 to the Water Act 1989 (c. 15). There are other amendments to section 329(1) which are not relevant to this Order.

(g) where further details of the proposed specified works may be viewed;

"third party notices" means at least 20 working days' notice to be given by the undertaker to—

(a) the Parish, City or Town Council for the area in which the works are located; and

(b) the owner and occupier of every premises adjoining the part of the local highway on which the specified works are to be carried out by letter addressed to "the owner/occupier of [address]" and sent by first class post or delivered to each premises

containing the third party notice information;

"works estimate" means in relation to each part of the specified works the sum specified in the bill of quantities for the relevant part of the specified works in accordance with paragraph 102(5) of this Part of this Schedule;

"works sum" means a sum equivalent to the works estimate plus 10% (contingency).

77.—(1) Wherever in this Part of this Schedule provision is made with respect to the approval or consent of the local highway authority, that approval or consent must—

(a) not be unreasonably withheld or delayed; and

(b) be in writing and subject to such reasonable terms and conditions as the local highway authority may require.

Dispositions

78.—(1) Until issue (or deemed issue) of the final certificate the undertaker must give the local highway authority written notice of any disposition of any legal interest in the land adjacent to the specified works within 15 working days of completion of such disposals save in the following circumstances—

(a) where the disposal is to a—

(i) local authority;

(ii) statutory body or service supply company of an electricity substation gas governor pumping station, water pumping station or other statutory services which have been or are to be constructed or installed;

(iii) local highway authority for the purpose of adoption of the roads and footpaths and cycle ways to be constructed; and/or

(iv) a subsidiary of the undertaker;

(b) where the disposal comprises or involves—

(i) the grant of a legal charge or any security but for the avoidance of doubt not a disposition by a mortgagee in possession or under a power of sale;

(ii) a compulsory sale or acquisition (whether permanent or temporary);

(iii) the grant of a garage lease with the use restricted to use in association with a dwelling.

Prior approvals and security

79.—(1) The specified works must not commence until in respect of that part of the specified works—

(a) the quantum of the cash deposit and the works estimate have been agreed with the local highway authority;

(b) the local highway authority has approved in writing the detailed design of the relevant part(s) of the specified works , the specification and the approved drawings;

(c) the local highway authority has agreed the approved programme and method statement and traffic management proposals;

(d) the commencement notice and the third party notices have been served by the undertaker on the local highway authority;

(e) the undertaker has obtained all necessary consents under the 1991 Act and the Traffic Management Act 2004 (as applicable);

(f) All matters relating to the stage 2 safety audit have been fully resolved to the satisfaction of the overseeing organisation;

(g) a condition survey of the existing local highway for a distance of not less than 50 metres either side of the centreline of the specified works has been undertaken by the undertaker in the presence of an officer of the local highway authority.

(2) If within 40 working days after each and every submission of the details for each and every part of the specified works required to be submitted for approval pursuant to sub-paragraph (1) by the undertaker the local highway authority has not approved or refused them, it is deemed to have approved the details as submitted.

(3) If the local highway authority refuses the details submitted to it under this paragraph 79 at any time, it shall provide with such refusal the reasons therefor.

(4) The procedure specified in this paragraph 79 shall be repeated until such time as the relevant details are approved (or deemed approved) by the local highway authority.

(5) The undertaker must include in any submission made to the local highway authority under this paragraph 79 a statement that the provisions of sub-paragraph (2) apply and if the submission fails to include such statement the provisions of sub-paragraph (2) will not apply.

Construction of the specified works

80.—(1) The undertaker must carry out the specified works as follows—

(a) in a good and workmanlike manner using all professional skill and care and in accordance with good practice for works of the type, size and complexity comprised in the specified works;

(b) in accordance with—

(i) any reasonable instructions of the local highway authority given in writing or verbally (provided that instruction is confirmed by the local highway authority in writing within 2 working days) to the undertaker;

(ii) the specification and approved drawings; and

(iii) all relevant consents and approvals;

(c) in compliance with—

(i) planning and other obligations whether under section 106(**a**) of the 1990 Act or other statutory provisions applicable to the specified works; and

(ii) all relevant legislation statutory orders and regulations affecting the specified works; and

(d) with due diligence.

(2) The contract for the specified works must be in accordance with the conditions of contract and the local highway authority must have all rights and powers in relation to the construction, completion and maintenance of the specified works as if they were the service manager for the specified works (as defined in the contract) but only insofar as such rights and powers are necessary to ensure that the specified works are constructed, completed and maintained to his satisfaction.

(3) The undertaker must at its own expense—

(a) make reasonable provision to prevent mud and other materials from being carried onto local highways as a result of undertaking the specified works (such provision to include

(**a**) Section 106 was amended by section 12(1) of the Planning and Compensation Act 1991 (c. 34), paragraph 3 of Schedule 2 to the Growth and Infrastructure Act 2013 (c. 27), paragraph 3(13) of Schedule 14 to the Environment Act 2021 (c. 30), section 174(2) of the Planning Act 2008 (c. 29). There are other amendments to section 106 which are not relevant to this Order.

mechanical wheel cleaning apparatus and mechanical road sweeping equipment) and for any local highways on which the specified works are being undertaken to be swept by mechanical means at the end of each working day and at such other times as the local highway authority may reasonably require during the duration of the specified works and in the event that the undertaker fails to respond to any such reasonable request by an officer of the local highway authority, the local highway authority shall be entitled to sweep/clear the local highway itself and recover any and all associated costs for such from the undertaker;

(b) carry out or pay to be carried out such works as may reasonably be required from time to time by public utility companies or by the local highway authority at the request of public utility companies in relation to or in consequence of the construction of the specified works;

(c) as soon as reasonably practicable after receipt of a written request from the local highway authority to do so and in a manner and by such reasonable time determined by the local highway authority (acting reasonably) construct such—

(i) boundary fence;

(ii) footpaths;

(iii) road barrier safety fencing; and

(iv) temporary and permanent regulatory warning signs (including foundation bases and the provision of road traffic sign illumination)

as may in the local highway authority's reasonable opinion be required in relation to or in consequence of the construction of the specified works;

(d) ensure the lighting and signing of the specified works comply with the specification and approved drawings and the provisions of Chapter 8 of the current edition of the Traffic Signs Manual (published by the Department for Transport) or any amendment thereto or republication thereof;

(e) without prejudice to the provisions of section 174(**a**) (precautions to be taken by persons executing works in streets) of the 1980 Act until the issue (or deemed issue) of the final certificate keep the specified works safe and in a good state of repair;

(f) pay the energy costs of any street lighting provided as part of the specified works from the date of commissioning/switching on of such street lighting until the issue (or deemed issue) of the final certificate;

(g) during the period when the specified works are being executed—

(i) institute measures reasonably required to maintain the traffic flows on the highways in the vicinity of the specified works with such temporary traffic management arrangements to be operated to the reasonable satisfaction of the local highway authority and except in cases of any emergency the undertaker must give five working days' notice to the local highway authority of any intention to change the layout of any traffic management arrangements and must obtain the highway authority's consent before carrying out such changes; and

(ii) request any orders or notices statutorily required in connection with the specified works;

(h) ensure that all operations reasonably necessary for the execution of the specified works must insofar as is reasonably practicable be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to or use or occupation of local highway or private roads and footpaths; and

(i) provide road markings on each applicable local highway at the time and in the manner to be determined by the local highway authority.

(**a**) Section 174 was amended by section 38 of the Criminal Justice Act 1982 (c. 48), paragraph 7 of Schedule 8 to the New Roads and Street Works Act 1991 (c. 22), section 71 of the Traffic Management Act 2004 (c. 18), paragraph 42 of Schedule 1 to the Infrastructure Act 2015 (c. 7) and S.I. 2001/1149.

Programme and method statement/commencement of the specified works

81.—(1) Prior to commencing any of the specified works the undertaker must produce—

(a) a programme of works detailing the operations to be undertaken within the adopted public highway and the approximate duration of the specified works;

(b) a method statement in respect of the specified works detailing the methods of construction which the undertaker proposes to adopt or use; and

(c) a detailed traffic management proposal for each separate area of works within the adopted public highway for approval by the local highway authority.

(2) The undertaker must not commence any part of the specified works until—

(a) the programme and method statement and detailed traffic management proposals referred to in sub-paragraph (1) have been approved in writing (or deemed approved) by the local highway authority;

(b) a permit in accordance with the local highway authority's permit scheme for road works and street works under the Traffic Management Act 2004 and pursuant to the Traffic Management Permit Scheme (England) Regulations 2007(**a**) has been obtained by the undertaker; and

(c) the requirements of the 1991 Act or the Traffic Management Act 2004 have been complied with.

(3) Any temporary speed restrictions that will be in place for longer than the construction of any of the specified works should be signed as a permanent speed restriction with permanent signs in accordance the Traffic Signs Regulations and General Directions 2016 until such time as the restriction is no longer required and the signage can be removed.

(4) The undertaker must not undertake any specified works other than at the times specified in the approved (or deemed approved) programme and method statement and traffic management proposals unless prior written approval to make the appropriate variation to the approved programme and method statement and traffic management proposals has been obtained from the local highway authority.

(5) If within 40 working days after submission of the details required to be submitted for approval pursuant to this paragraph 81 by the undertaker the local highway authority has not approved or disapproved them, it is deemed to have approved the details as submitted.

(6) If the local highway authority refuses the details submitted to it under this paragraph 81 at any time, it shall provide with such refusal the reasons therefor.

(7) The procedure specified in this paragraph 81 shall be repeated until such time as the relevant details are approved (or deemed approved) by the local highway authority.

(8) The undertaker must include in any submission made to the local highway authority under this paragraph 81 a statement that the provisions of sub-paragraph (5) apply and if the submission fails to include such statement the provisions of sub-paragraph (5) will not apply.

Deviations from approved programme and method statement and traffic management proposals

82.—(1) If following approval (or deemed approval) of the programme the undertaker wishes to review, change, alter or amend the approved programme, method statement and/or detailed traffic proposal the undertaker must submit revised details to the local highway authority for its approval at least 25 working days before the intended implementing of such revisions.

(2) If within 40 working days after submission of the details required to be submitted for approval pursuant to this paragraph 82 by the undertaker the local highway authority has not approved or disapproved them, it is deemed to have approved the details as submitted.

(**a**) S.I. 2007/3372.

(3) The undertaker must as soon as reasonably practicable carry out such proposals referred to in sub-paragraph (1) as approved (or deemed approved) by the local highway authority and comply with such other reasonable requirements given by the local highway authority in writing or verbally (provided those requirements given verbally are confirmed in writing by the local highway authority within 2 working days).

(4) The undertaker must include in any submission made to the local highway authority under this paragraph 82 a statement that the provisions of sub-paragraph (2) apply and if the submission fails to include such statement the provisions of sub-paragraph (2) will not apply.

Completion of the works

83. The undertaker must complete the specified works in accordance with the approved programme and method statement and traffic management proposals.

Access, inspection and testing

84.—(1) The undertaker must during the progress of the specified works upon reasonable request give or procure for the local highway authority free access to each and every part of the specified works and permit the local highway authority to inspect the specified works as they proceed and all materials used or intended to be used therein and must give effect to any reasonable and proper requirements made or reasonable and proper direction given by the local highway authority to conform to the programme, the specification and the approved drawings.

(2) The undertaker unless otherwise directed by the local highway authority must not cover up or put out of view any works without its approval and must afford full opportunity for the local highway authority to examine any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon and must give at least five (5) working days' notice to the local highway authority whenever any such work or foundations is or are ready or about to be ready for examination.

(3) If within 40 working days after requesting the local highway authority examines any works which the undertaker wishes to cover up or put out of view the local highway authority has not responded or undertaken an inspection, it is deemed to have approved the covering up or putting out of view of the relevant works.

(4) The undertaker will allow the local highway authority to test materials, plant and workmanship used or proposed to be used in the specified works and to reject any materials, plant or workmanship so tested which it may reasonably and properly find to be not in accordance with the specification and approved drawings and the costs reasonably incurred by the local highway authority in connection with such testing must be payable by the undertaker.

(5) The undertaker must as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found not in accordance with the specification and approved drawings with such as are so in accordance.

(6) For the purpose of sub-paragraph (4) the undertaker must afford the local highway authority reasonable access and admission to the places where materials or plant for the specified works may be stored or are in the course of preparation, manufacture or use.

(7) The undertaker must as soon as is reasonably practicable remove such materials, plant and workmanship as are rejected by the local highway authority pursuant to sub-paragraph (4) which are not capable of repair or remedy from the site of the specified works and if the undertaker must wish to continue to store any rejected irreparable materials, plant or workmanship on the site of the specified works they must be stored separately from those materials, plant and workmanship which have not been so rejected or which the undertaker must wish in future to use in execution of the specified works.

(8) The undertaker must include in any request made to the local highway authority under this paragraph 84 a statement that the provisions of sub-paragraph (3) apply and if the request fails to include such statement the provisions of sub-paragraph (3) will not apply.

Inspection and testing (covered work and foundations)

85. During the construction of the specified works and prior to the issue (or deemed issue) of any provisional certificate of completion the undertaker must upon reasonable request from the local highway authority open up or expose any of the specified works which may have been covered up without previously being inspected by the local highway authority.

Statutory undertakers (highways)

86.—(1) During construction of the specified works prior to the issue (or deemed issue) of any provisional certificate of completion the undertaker must at no cost to the local highway authority carry out or procure the carrying out of such works of protection or alteration as are necessary as a result of the construction of the specified works to the plant, equipment and other apparatus of a statutory undertaker (highways) on the site of the specified works.

(2) The undertaker must cause all new highway or other drains or sewers, gas and water mains, pipes, electric cables (if any) or telecommunications cables and ducts (if any) or other apparatus which are to be laid by the undertaker under the specified works together with all necessary connections from them to the boundary of the specified works to be laid under the specified works before the foundation of the specified works are laid and must also cause the connections from electric cables to street lamps to be laid before the paving of any footways comprised in the specified works is carried out.

Progress of the specified works

87.—(1) The undertaker must keep the local highway authority regularly informed of—

(a) material measures taken and stages reached by the undertaker in performing its obligations;

(b) the progress of the specified works; and

(c) material issues or delays affecting the specified works.

(2) The undertaker must arrange for site meetings to be held as necessary between the local highway authority, the undertaker, the contractor and the project team in order to discuss the carrying out and execution of the specified works in accordance with the provisions of this Part of this Schedule.

Provisional Certificate of Completion

88.—(1) Subject to sub-paragraph (2) when the local highway authority is notified by the undertaker that the specified works have been substantially completed which must mean that the specified works can be permanently used for the purpose and operate in the manner for which they were designed and the undertaker must clear away and remove from the site of the specified works all construction, plant and temporary works of every kind and leave the specified works in a good workmanlike condition and fully suitable for use as a public highway to the satisfaction of the local highway authority and traffic management measures have been removed from the site of the specified works the local highway authority must inspect the specified works as soon as is reasonably practicable (and in any event within 40 working days).

(2) The undertaker shall provide all the documents required under GG119 of the Design Manual for Roads and Bridges to enable the local highway authority to instruct the undertaking of the stage 3 safety audit of the specified works by the local highway authority's in-house audit team.

(3) Following the formal written approval by the overseeing organisation of the stage 3 safety audit process as defined under GG119 of the Design Manual for Roads and Bridges the local highway authority must notify the undertaker as soon as reasonably possible of any remedial works identified by the local highway authority both as a result of the inspection and the stage 3 safety audit referred to in sub-paragraphs (1) and (2) (respectively) provided that if the local highway authority does not notify the undertaker of any such remedial works within 40 working days from the date of the formal written approval of the overseeing organisation or issue a

provisional certificate of completion within that period, the provisional certificate of completion is deemed to have been issued and dated on the day following the 40 working day period.

(4) Subject to sub-paragraph (9) being satisfied by the undertaker (if applicable), if following the expiry of 40 working days of the undertaker notifying the local highway authority pursuant to sub-paragraph (1) the local highway authority has not inspected the specified works the provisional certificate of completion is deemed to have been issued and dated on the day following the 40 working day period.

(5) Where the specified works have not been completed within 24 months of their commencement the undertaker must within 10 working days of the undertaker notifying the local highway authority that the specified works have been substantially completed undertake and submit to the local highway authority a street lighting design review if required as part of the specified works and the local highway authority must notify the undertaker as soon as reasonably possible of any works of alteration or reconstruction required to the street lighting.

(6) The undertaker must comply in full to the local highway authority's reasonable satisfaction with all requirements identified by it both as a result of the inspection, the stage 3 safety audit and the street lighting design review (if applicable).

(7) If applicable, the undertaker must thereafter notify the local highway authority that the specified works are ready for a further inspection and the local highway authority must (subject to sub-paragraph (9) below) as soon as reasonably practicable following such further inspection issue the provisional certificate of completion.

(8) Subject to sub-paragraph (9) being satisfied by the undertaker (if applicable), if following the expiry of 40 working days after the undertaker notifying the local highway authority pursuant to sub-paragraph (7) the local highway authority has not further inspected the specified works or issued a provisional certificate of completion, the provisional certificate of completion is deemed to have been issued and dated on the day following the 40 working day period.

(9) The undertaker must (if necessary) secure without cost to the local highway authority any deeds of easement or such other deeds to secure to the local highway authority—

(a) full drainage rights in respect of any parts of the surface water drainage system of the specified works;

(b) rights to inspect, maintain and repair any lighting required by the specified works

lying outside the limits of the local highway and the local highway authority must not be liable for payment of compensation or legal or any other costs or fees arising on account of the execution of any such deeds and the undertaker must indemnify the local highway authority in respect thereof.

(10) The undertaker must include in any notification or request for inspection made to the local highway authority under this paragraph 88 a statement that the provisions of sub-paragraphs (3), (4) and/or (8) apply (as applicable) and if the notification or request fails to include such statement the provisions of sub-paragraph (3), (4) and/or (8) (as applicable) will not apply.

Maintenance and defects correction

89.—(1) The undertaker must at its own expense maintain to the satisfaction of the local highway authority all the specified works undertaken during the maintenance period.

(2) During the maintenance period the undertaker must at its own expense execute all such works of repair, reconstruction and rectification of any and all defects and imperfections and of any and all other faults arising out of defective design materials or workmanship or of any other nature whatsoever (which for the avoidance of doubt must include all traffic damage whether accidental or otherwise) that may be required in writing by the local highway authority in relation to the specified works.

(3) If the undertaker fails to carry out or procure the carrying out of any such works as aforesaid the local highway authority may carry out such work by its own employees or by contractors or otherwise and the undertaker must within twenty (20) working days of demand pay to the local highway authority the total amount of the costs and expenses (including traffic management costs) reasonably incurred or to be incurred by the local highway authority in completing such works.

(4) The undertaker must at its own expense carry out under the direction of the local highway authority such searches, tests or trials as may be reasonably necessary in order to ascertain the cause of any defects or faults but only if so required in writing by the local highway authority.

(5) On receipt of a written request from the local highway authority the undertaker must allow access to the specified works for the purpose of conducting at the undertaker's expense any reasonably required borehole test and the undertaker must be responsible for reinstatement of the specified works.

Stage 4 safety audit

90.—(1) The undertaker must notify the local highway authority upon expiry of the maintenance period and invite the local highway authority to inspect the specified works and to reasonably determine whether or not a stage 4 safety audit is required.

(2) As soon as is reasonably practicable following the invitation to which sub-paragraph (1) refers (and in any event within 40 working days), the local highway authority must inspect the specified works and confirm in writing to the undertaker whether or not a stage 4 safety audit is required and the further remedial works to be undertaken (if any).

(3) If it is determined that a stage 4 safety audit is required which provides for further remedial works to be carried out, then within 40 working days of receipt of the stage 4 road safety audit the undertaker must provide the local highway authority with a programme of works for such further remedial works to be approved by the local highway authority.

(4) The undertaker must comply with and carry out in full to the local highway authority's satisfaction all requirements identified by the local highway authority as a result of the inspection and where applicable the stage 4 safety audit and must at no cost whatsoever to the local highway authority reinstate and make good the defects including those which in the reasonable and proper opinion of the local highway authority must have arisen out of any defect in the design of the specified works or the use of defective workmanship or materials not in accordance with the specification and approved drawings during the construction of the specified works within the timeframes set out in the approved programme of works.

(5) The undertaker must thereafter notify the local highway authority that the specified works are ready for a further inspection.

(6) As soon as is reasonably practicable (and in any event within 40 working days) following the invitation to which sub-paragraph (5) refers, the local highway authority must further inspect the specified works.

Final Certificate

91.—(1) If after the expiration of the maintenance period and if following the further inspection(s) referred to in paragraph 90 of this Part of this Schedule the specified works have been shown to be satisfactory and the defects have been remedied and the specified works reinstated and otherwise made good to the satisfaction of the local highway authority it must as soon as reasonably practicable issue the final certificate.

(2) Prior to the issue of the final certificate the undertaker must provide the local highway authority with—

(a) a plan showing the land over which the specified works have been constructed;

(b) a complete set of as-built drawings for the whole of the specified works in accordance with paragraph 106 of this Part of this Schedule;

(c) the health and safety file; and

(d) the post-construction inventory.

(3) If within 40 working days after the undertaker requesting an inspection by the local highway authority pursuant to paragraph 90(1) of this Part of this Schedule the local highway authority has not inspected the specified works or specified whether or not a stage 4 safety audit is required, the

final certificate is deemed to have been issued and dated on the day following the 40 working day period.

(4) If within 40 working days after the undertaker requesting an inspection by the local highway authority pursuant to paragraph 90(3) of this Part of this Schedule the local highway authority has not further inspected the specified works or issued a final certificate, the final certificate is deemed to have been issued and dated on the day following the 40 working day period.

(5) The undertaker must include in any request for inspection made to the local highway authority under paragraphs 90(1) and/or 90(3) of this Part of this Schedule a statement that the provisions of sub-paragraphs (3) or (4) apply (as applicable) and if the notification or request fails to include such statement the provisions of sub-paragraph (3) or (4) (as applicable) will not apply.

Indemnity

92.—(1) The undertaker must fully indemnify and keep indemnified—

(a) the local highway authority and all persons authorised by it in respect of all actions, liabilities, claims, demands and proceedings arising out of or in connection with or incidental to the carrying out of the specified works including claims relating to the infringement or destruction of any right, easement or privilege, including but not limited to—

(i) the negligent and defective design and/or construction of the specified works including the use of defective workmanship or materials or methods of construction not in accordance with the specification and approved drawings and good practice current when the specified works are constructed;

(ii) in respect of depreciation in the value of any interest in land caused by or resulting from the proper execution and/or use of the specified works or any part thereof; and

(iii) in respect of nuisance, loss or damage caused during or by the proper execution and/or use of the specified works or any part thereof;

(b) the local highway authority in respect of any and all actions, liabilities, claims, demands, proceedings or expenses arising out of or in connection with the use of the highway as modified by the specified works including for the avoidance of doubt claims under Part 1 (compensation for depreciation caused by use of public works) of the Land Compensation Act 1973.

(2) The indemnities specified in sub-paragraph (1) do not apply in respect of any actions, liabilities, claims, demands and proceedings that may arise as a result of the negligence of the local highway authority or any person authorised thereby.

Insurance

93.—(1) The undertaker must take out and maintain(or must procure that the contractor takes out and maintain) and whenever required must produce to the local highway authority satisfactory evidence that it has so taken out and maintained insurances—

(a) against all liability (whether at common law or under statute) in respect of injury (fatal or otherwise) to persons employed or engaged in the execution of the specified works; and

(b) against all third party risks (in respect of persons or property including employees of the local highway authority) arising out of or incidental to the specified works to the extent of not less than ten million pounds (£10,000,000.00) for any one claim.

(2) The insurances referred to in sub-paragraph (1) must be effected with reputable insurance companies and must be continued until the issue of the final certificate.

(3) If the undertaker fails upon written request to produce to the local highway authority satisfactory evidence that there are in force the insurances which it is required to effect under this Part of this Schedule then in any such case the local highway authority may as agent for and on behalf of the local highway authority effect and keep in force any such insurance and pay such

premium or premiums as may be necessary for that purpose and from time to time to recover the costs, charges and expenses of doing so from the undertaker as a civil debt.

(4) Whenever insurance is arranged in the joint names of the parties or on terms containing provisions for indemnity to principals the party effecting such insurance shall procure that the subrogation rights of the insurers against the other party are waived and that such policy shall permit either the co-insured or the other party as the case may be to be joined to and be a party to any negotiations, litigation or arbitration upon the terms of the policy or any claim thereunder.

Variation to council specification and approved drawings

94.—(1) Save as provided in sub-paragraph (2) and subject to sub-paragraph (5) the undertaker must not make any variations (that is to say any alterations or additions or omission of anything from the specification and approved drawings nor the use of any materials in substitution for any specified in the specification and approved drawings) without the local highway authority giving prior written approval thereto (such approval not to be unreasonably withheld or delayed).

(2) The undertaker is entitled to make such variations as are insubstantial and immaterial and of a routine nature provided that this entitlement does not apply in respect of any variation consisting of substitution of materials specified in the specification and approved drawings.

(3) The undertaker must provide on request by the local highway authority a complete full sized hard copy set of the approved drawings as amended and revised from time to time for the duration of the specified works.

(4) The undertaker must take such steps as are necessary to procure for the local highway authority the full right and entitlement to use the 'as built' drawings on licence without further payment or liability for further payment for the purpose of constructing, repairing, rectifying, adjusting and/or maintaining the specified works and will execute all such deeds and documents as may be required to perfect such licence.

(5) If within 40 working days after the undertaker requesting any variations pursuant to sub-paragraph (1) the local highway authority has not responded, the variations are deemed approved as submitted.

(6) The undertaker must include in any submission made to the local highway authority under this paragraph 94 a statement that the provisions of sub-paragraph (5) applies and if the submission fails to include such statement the provisions of sub-paragraph (5) will not apply.

Default

95.—(1) If the undertaker fails to complete or maintain the specified works in accordance with this Part of this Schedule the local highway authority (including its own employees or by contractors or otherwise) may after not less than thirty (30) working days' notice in writing to the undertaker to carry out the specified works or any such part or parts thereof as is or are not completed by the undertaker in accordance with this Part of this Schedule and the undertaker must within twenty (20) working days of written demand pay to the local highway authority the total amount of the reasonable costs and expenses incurred or to be incurred by the local highway authority in completing the specified works or if such payment is not made the local highway authority must recover the total amount of the reasonable costs from the cash deposit in accordance with paragraph 100 of this Part of this Schedule.

(2) In the event of the local highway authority executing the specified works pursuant to sub-paragraph (1) the undertaker must remove any temporary buildings, plant, tools, equipment, goods and materials belonging to or hired by it and in the event of any failure to do so the local highway authority may sell or otherwise dispose of such items and from the proceeds of sale of any such items the local highway authority may retain any costs or expenses incurred in connection with such sale and disposal and may apply any surplus in set off against any costs and expenses incurred pursuant to sub-paragraph (1) before accounting to the undertaker.

(3) Without prejudice to sub-paragraph (1) the local highway authority may serve a cessation of works notice where in the local highway authority's reasonable opinion all or any part of the specified works are being carried out in breach of the terms of this Part of this Schedule.

(4) The undertaker must forthwith upon receipt of a cessation of works notice stop carrying out any works specified in that notice and must not recommence those works without the local highway authority's prior written approval (which must not be unreasonably withheld or delayed) or until the local highway authority gives further notice to the undertaker withdrawing the cessation of works notice provided that in respect of any period of cessation of works arising out of a notice served the period provided for completion of the specified works referred to in paragraph 83 of this Part of this Schedule must be extended by an equivalent period.

(5) If within 20 working days after the undertaker requesting recommencement of the specified works following the receipt of a cessation of works notice pursuant to sub-paragraph (3) the local highway authority has not responded, the undertaker may recommence the specified works.

CDM Regulations

96. The undertaker shall assume the obligations of the client for the purposes of the CDM Regulations and shall ensure that the execution of the specified works complies with the CDM Regulations and in the course of carrying out those obligations the undertaker shall act as principal designer and appoint a principal contractor in respect of the specified works in accordance with the CDM Regulations.

Telecommunications apparatus

97. Save as provided in the specification and approved drawings the undertaker must not at any time give consent to any telecommunications company for the installation of any services in the specified works without the prior written consent in writing of the local highway authority such consent not to be unreasonably withheld or delayed.

Commuted sum and asset fees

98.—(1) If a commuted sum is required by the local highway authority the undertaker will pay the agreed commuted sum to the local highway authority prior to commencement of the part of the specified works to which the commuted sum relates.

(2) The undertaker shall pay the asset management fee and the asset planning fee to the local highway authority prior to commencement of the specified works.

Safety Audit Costs

99. The undertaker must within 10 working days of the local highway authority's request pay all costs incurred by the local highway authority in undertaking any road safety audit (whatever their stage) which shall include all costs incurred in testing of materials.

Cash Deposit

100.—(1) The undertaker shall prior to the commencement of any of the specified works deposit with the local highway authority the cash deposit as security for the performance by the undertaker of its obligations in this Part of this Schedule provided that if the undertaker—

(a) carries out, completes and maintains the specified works in accordance with this Part of this Schedule; and

(b) makes all payments in respect of damages, indemnity, reimbursement or otherwise which may have become payable by the undertaker under the terms hereof or in respect of any breach, non-observance or non-performance of any of the terms hereof; and

(c) in all other respects duly perform their obligations hereunder

the cash deposit plus any accrued interest (at a rate of 1% below the Bank of England's base rate or 0% whichever is the greater) shall be refunded to the undertaker (but less any part of the cash deposit and interest thereon properly used by the local highway authority in accordance with this

Part of this Schedule to defray the costs to the local highway authority arising from the failure of the undertaker to fulfil its obligations or any of them under this Part of this Schedule.

(2) In the event of the costs to which sub-paragraph (1) refers being less than the amount of the cash deposit plus interest accrued due the balance shall be repaid to the undertaker by the local highway authority within 20 working days of the final costs to the local highway authority arising from the default of the undertaker having been ascertained.

(3) In the event of the costs to which sub-paragraph (1) refers being greater than the amount of the cash deposit plus the interest accrued due the balance of such costs shall be a debt due to the local highway authority and payable by the undertaker within 20 working days of notice being issued by the local highway authority to the undertaker of the amount of the said balance.

(4) Following issue of the provisional certificate of completion the local highway authority shall refund to the undertaker so much of the cash deposit so that the amount of the cash deposit retained by the local highway authority amounts to fifty percent (50%) of the original value of the cash deposit.

(5) The remainder of the cash deposit shall subject to sub-paragraph (1) be refunded in full upon issue of the final certificate by the local highway authority.

Dispute provisions

101.—(1) Article 52 (Arbitration) of the Order does not apply to this Part of this Schedule.

(2) In the event of a dispute between the local highway authority and the undertaker (the parties), each agrees that—

(a) they will use their reasonable endeavours to seek to resolve the dispute by entering into negotiation and discussion—

(i) should such negotiation and discussion not resolve the dispute then the undertaker, the contractor and the local highway authority will use their reasonable endeavours to agree to jointly instruct and enter into mediation on the basis of both parties paying their own costs;

(ii) in the event of mediation not resulting in an agreed solution (within a reasonable time of such process), then either one or both parties may refer the dispute to an expert for determination—

(aa) such expert must be an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the President for the time being of the Institution of Civil Engineers, unless otherwise agreed between the parties. Such person must act as an expert whose decision must be final and binding on both parties in the absence of any manifest error or fraud;

(bb) any expert howsoever appointed must be subject to the express requirement that a decision must be reached and communicated to both relevant parties within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than 20 working days after the conclusion of any hearing that takes place or 20 working days after he has received any file or written representation;

(cc) the expert must be required to give notice to each of the said parties requiring them to submit to him within 10 working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 working days.

(3) Nothing in this clause must prevent either party having recourse to law, including necessity for court action in relation to public safety.

Documents submitted for approval

102.—(1) Any documents submitted by the undertaker to the local highway authority shall conform to the following requirements—

(a) In respect of construction details – the Housing Estate Road Construction Specification;

(b) Where required by the local highway authority – the design manual for roads and bridges and the accompanying suite of documents;

(2) Any and all copyright requirements of the undertaker and its representatives shall be waived in respect of the normal requirements of the local highway authority and such permission shall be provided in writing.

(3) If deemed necessary by the local highway authority for each part of the specified works the undertaker shall provide all documentation required under GG119 of the Design Manual for Roads and Bridges to undertake a stage 2 safety audit.

(4) Where a stage 2 safety audit has been required by the local highway authority no part of that specified works shall be undertaken until the stage 2 safety audit has been completed to the satisfaction of the overseeing organisation.

(5) Prior to the specified works commencing the undertaker will submit to the local highway authority for approval a provisionally priced bill of quantities for the specified works and any land to be dedicated as public highway as part of the specified works and such bill of quantities must—

(a) comply with the layout and requirements of the specified works; and

(b) include elements for traffic management

and this figure will be the works estimate.

Agreement Fee

103.—(1) The undertaker will pay to the local highway authority upon technical submission an amount being 50% of the undertaker's reasonable calculation of the agreement fee.

(2) The undertaker and the local highway authority will agree the works estimate prior to the issuing of technical approval by the local highway authority.

(3) The undertaker will pay to the local highway authority the remaining balance of the agreement fee (as established following the agreement of the works estimate pursuant to sub-paragraph (2)) prior to the issuing of technical approval by the local highway authority.

(4) The deeming provisions to which paragraph 79(2) of this Part of this Schedule refers shall not apply to the technical submission to which sub-paragraph (1) refers unless and until the undertaker has paid the agreement fee in full to the local highway authority in accordance with this paragraph 103 provided that this sub-paragraph does not affect such deeming provisions insofar as they relate to approval of the works estimate (or any other approval required to be given) by the local highway authority.

Additional technical vetting costs

104. Additional technical vetting costs are applicable in respect of all road safety audits, structures, traffic signals and street lighting within the local highway.

Submissions of Drawings

105.—(1) The undertaker must supply electronic versions of the drawings and all other information required.

(2) All plans shall be at a true scale of no less than 1:500 and the construction specification drawings shall be at a scale of 1:20.

(3) The undertaker shall provide the local highway authority with the following minimum information for the specified works—

(a) The extent of the specified works within the public highway (coloured as below) at a true scale of not less than 1:200—

(i) specified works within existing public highway shall be coloured green (the shade of green shall conform to Hue 80, Saturation 117, Luminance 131 (#58BC4A Hex number));

(ii) if any land is to be offered for adoption by the local highway authority then such areas shall be coloured in pink (the shade of pink shall conform to Hue 223, Saturation 205, Luminance 208 (#F6AAE4 Hex number)); and

(iii) gullies, connections to the publicly maintained surface water sewer and any lengths of highway drain shall be marked blue;

(b) the proposed longitudinal and cross sections;

(c) the proposed layout of the street lighting;

(d) the construction drawings for the specified works;

(e) a plan showing the areas drained by each gully within the area of the specified works and such plan shall—

(i) identify the areas drained by varying the direction of a simple 45° line hatching;

(ii) show the areas drained by each gully in numbers;

(iii) show the direction and fall to the gully expressed as a factor of 1 (i.e. 1:150); and

(iv) identify the level of the high point and gully;

(f) a plan showing the proposed surface course material using different hatches or colours to differentiate between the materials being proposed;

(g) a plan showing all kerbing and edging types to be used;

(h) a copy of the geo-technical report for the site and the design California bearing ratios for the foundation must comply with the requirements of the Housing Estate Road Construction Specification;

(i) general arrangement drawing showing location and nature of utilities/ statutory undertakers' apparatus; and

(j) all changes to drawings through the technical vetting process must be clouded in red.

As built drawings

106.—(1) The undertaker will immediately prior to the issuing of the final certificate for each of the specified works at a specific specified works location provide to the local highway authority six copies of an as built drawing at a true scale of not less than 1:500, showing the following information—

(a) Any key alterations to the layout/ adoptable areas which may have occurred through the construction process.

(b) The location and type of all street furniture, including, street lighting columns, lit and unlit bollards and the like.

(c) Gully locations and connections to the adopted sewer system, including lengths protected with concrete bed and surround.

(d) Lengths of highway drain.

PART 7

FOR THE PROTECTION OF THE RELEVANT NAVIGATION AUTHORITY

107. For the protection of the relevant navigation authority the following provisions of this Part of this Schedule shall, unless otherwise agreed in writing between the undertaker and the relevant navigation authority, have effect.

108. In this Part of this Schedule—

"river work" means any works forming part of the authorised development which are in or over the river Cam or which require interference with the movement of river traffic on the river Cam;

"temporary river work" means those river works which are temporary in nature and which do not form part of the permanent works in or over the river Cam.

River works

109.—(1) Save in an emergency, the undertaker will not commence any river work until—

(a) it has supplied to the relevant navigation authority plans of that river work showing the detailed design, work programme and any associated temporary or permanent interference with rights of navigation pursuant to articles 44(1) and 44(2) (rights on the river Cam); and

(b) it has provided 42 days' written notice of the intention to commence such river work.

(2) The relevant navigation authority must provide any comments on the plans submitted pursuant to sub-paragraph (1)(a) within 28 days of receipt and the undertaker must have reasonable regard to those comments insofar as they relate to the maintenance of the safe movement of traffic on the river Cam.

(3) The undertaker must carry out all river work—

(a) in accordance with such details as have been provided to the relevant navigation authority pursuant to this paragraph 109;

(b) so that the movement of river traffic on the river Cam is not restricted more than is reasonably practicable in order to carry out the relevant river work; and

(c) in compliance with the reasonable requirements of the relevant navigation authority.

(4) Upon completion of any river work, the undertaker must—

(a) remove as soon as is reasonably practicable any temporary river work and associated materials; and

(b) as soon as reasonably practicable following the removal of any temporary river work pursuant to sub-paragraph (4)(a), to make good the site of any temporary river work including any damage to walls or banks arising from undertaking the river work so as not to cause any interference with the movement of river traffic.

(5) In carrying out any river work, the undertaker must not—

(a) deposit in or allow to fall or be washed into the river Cam any gravel, soil or other material except to the extent permitted by this Order; and

(b) discharge or allow to escape either directly or indirectly into the river Cam any offensive or injurious matter.

Details for approval

110.—(1) The undertaker must, at the same time as the provision of the plans pursuant to paragraph 109(1)(a) of this Part of this Schedule, provide for the approval of the relevant navigation authority—

(a) details of the extent of any temporary suspension of rights of navigation required pursuant to article 44(3) (rights on the river Cam) in order to carry out the relevant river work and the undertaker must not interfere with any rights of navigation pursuant to article 44(3) except in accordance with this paragraph 110; and

(b) details of any temporary or permanent signage required in connection with the river work.

(2) The relevant navigation authority must respond in writing within 42 days of the request for approval under sub-paragraph (1) to either give approval to the details as submitted or suggest amendments to the details provided, but any such amendment must not materially affect or delay

the efficient delivery of the relevant river work and must be suggested only where the relevant navigation authority considers such amendment necessary (acting reasonably) in accordance with its functions and duties in its capacity as the relevant navigation authority.

(3) If the relevant navigation authority provides pursuant to sub-paragraph (2) any suggested amendments to the details provided, the undertaker must within 14 days confirm whether those amendments are accepted and in the event the undertaker agrees to the amendments, the undertaker must carry out the relevant river work in accordance with those amendments. In the event the undertaker does not agree to the amendment, the dispute may be referred to and settled by arbitration in accordance with article 52 (arbitration) and the relevant river work is to be undertaken in accordance with the terms of the final determination.

(4) If the relevant navigation authority fails to respond to the undertaker's request for approval pursuant to this paragraph 110 within 42 days, approval is deemed to have been given.

(5) The undertaker must pay the relevant navigation authority a sum equal to the whole of any costs and expenses reasonably and properly incurred by the relevant navigation authority in relation to any approvals sought under this paragraph 110 within 30 days of written evidence of such costs and expenses.

Intention to commence Work No. 31 and Work No. 32

111. The undertaker will provide to the relevant navigation authority at least 42 days' written notice of the intention to commence Work No. 31 and Work No. 32.

Expenses

112. Any reasonable and proper additional expenses not otherwise provided for in this Part of this Schedule which the relevant navigation authority incurs in managing or maintaining the river under any powers existing at the making of this Order by reason of the construction of any river work or temporary river work must be repaid by the undertaker to the relevant navigation authority (but subject to the submission to the undertaker, to its reasonable satisfaction, of written evidence that the additional expenses are a direct result of the construction of the river work or temporary river work and on the proviso that there will be no double recovery).

Indemnity

113.—(1) Subject to the provisions of this paragraph 113, the undertaker agrees to indemnify the relevant navigation authority from and against such charges, claims, demands, damages, expenses, liabilities and losses, (together, "losses") suffered or reasonably incurred by the relevant navigation authority to the extent that any losses are directly caused by—

(a) the construction of a river work or a temporary river work; or

(b) any act or omission of the undertaker or of its officers, employees, servants, contractors or agents whilst engaged in—

(i) the construction or carrying out of maintenance of the river work or a temporary river work; or

(ii) seeking to remedy any failure of the river work or a temporary river work.

(2) The relevant navigation authority must mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under sub-paragraph (1) and must, if requested by the undertaker, provide an explanation of how any claim under the indemnity in sub-paragraph (1) has been mitigated.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any losses referred to in that sub-paragraph to the extent that they are—

(a) attributable to the negligence or wilful misconduct of the relevant navigation authority or of its officers, employees, servants, contractors or agents; or

(b) not within the reasonable control of the undertaker or of its officers, employees, servants, contractors or agents.

(4) The relevant navigation authority must give to the undertaker notice in writing of any losses for which the undertaker may be liable under this paragraph 113 as soon as reasonably possible and no settlement or compromise of them may be made without the prior written consent of the undertaker which, if it notifies the relevant navigation authority that it desires to do so, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand provided that no settlement or compromise of any such claim or demand shall be made without the consent of the relevant navigation authority (which shall not be unreasonably withheld). If consent is not given by the undertaker, the relevant navigation authority shall diligently defend such claim or demand.

Disputes

114. Any difference arising between the undertaker and the relevant navigation authority under this Part of this Schedule (other than a difference as to the meaning or construction of this Part of this Schedule) must be referred to and settled by arbitration in accordance with article 52 (arbitration).

PART 8

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

115. For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing, between the undertaker and the operator.

116. In this Part of this Schedule—

"the 2003 Act" means the Communications Act 2003;

"the code rights" has the same meaning as in the paragraph 3 of the electronic communications code(**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 of Part 2 (networks, services and the radio spectrum) of the 2003 Act;

"electronic communications code network" means—

(a) so much of an electronic communications network or infrastructure system provided by an electronic communications code operator as is not excluded from the application of the electronic communication code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the undertaker is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communication 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) of that code; and

"operator" means the operator of an electronic communications code network.

117. The exercise of the powers conferred by this Order is subject to Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code.

(**a**) See section 106 of the 2003 Act. Section 106 was amended by section 4(3) to (9) of the Digital Economy Act 2017 (c. 30).

118.—(1) Subject to sub-paragraph (2) and paragraph 119 of this Part of this Schedule, if as a result of the authorised development or its construction, or of any subsidence resulting from any of 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 purposed of the authorised development), or other property of an operator; or

(b) there is any interruption in the supply of the service supplied 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 reasonable expense, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

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

119. The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker and if such consent is withheld the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

120. 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 52 (arbitration).

121. This Part of this Schedule does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 of the 1991 Act; or

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

122. 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 in land belonging to the undertaker on the date on which this Order is made.

PART 9

FOR THE PROTECTION OF CAMBRIDGE WATER

123. For the protection of Cambridge Water the following provisions of this Part of this Schedule have effect unless otherwise agreed in writing between the undertaker and Cambridge Water.

124. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Cambridge Water are regulated by the provisions of Part 3 of the Water Industry Act 1991.

125. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable Cambridge Water to fulfil its statutory functions in no less efficient a manner than previously;

"apparatus" means any works, mains, pipes or other apparatus belonging to or maintained by Cambridge Water for the purposes of water supply and any drain or works vested in Cambridge Water under the Water Industry Act 1991 and any sewer which is so vested in Cambridge Water or is the subject of a notice of intention to adopt by Cambridge Water given

under section 102(4)(**a**) (adoption of sewers and disposal works) of that Act or an agreement to adopt by Cambridge Water made under section 104(**b**) (agreements to adopt sewer, drain or sewage disposal works, at future date) of that Act, and includes a sludge main, disposal main (within the meaning of section 219(**c**) (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 any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"Cambridge Water" means Cambridge Water PLC (Company Registration Number 03175861) whose registered office is situated at 90 Fulbourn Road, Cherry Hinton, Cambridge, CB1 9JN and includes its successors in title or any successor in functions as a water undertaker within the meaning of the Water Industry Act 1991;

"functions" includes powers and duties;

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

"plan" includes sections, drawings, specifications and method statements; and

"standard protection strips" means the strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus: 2.25 metres where the diameter of the pipe is less than 150 millimetres, 3.5 metres where the diameter of the pipe is between 150 and 450 millimetres, 5 metres where the diameter of the pipe is between 450 and 750 millimetres and 6 metres where the diameter of the pipe exceeds 750 millimetres.

Apparatus of Cambridge Water

126. The undertaker must not interfere with, build over or build within 6 metres of any apparatus within the Order land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips unless otherwise agreed in writing with Cambridge Water.

127. If, in the exercise of the powers conferred by this Order, the undertaker requires the alteration, extension, removal or re-location of any apparatus, then that alteration, extension, removal or re-location of any apparatus must not be implemented by the undertaker until—

(a) any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation and any other associated consents are obtained, and any approval or agreement required from Cambridge Water on alternative outfall locations as a result of such re-location are approved;

(b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Cambridge Water has agreed all of the contractual documentation required under the Water Industry Act 1991; and

(c) Cambridge Water has been consulted upon the proposed position of the alternative apparatus and such consultation has given Cambridge Water no less than 60 days within which to respond,

and such works to be executed only in accordance with the plan, section and description submitted and in accordance with the written approval of, and such reasonable requirements as may be made by Cambridge Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and an officer of Cambridge Water is entitled to watch and inspect the execution of those works.

(**a**) Section 102(4) was amended by section 96(1) of the Water Act 2003 (c. 37) and paragraph 90 of Schedule 7 to, the Water Act 2014 (c. 21).

(**b**) Section 104 was amended by section 96(4) 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 and section 11(2) of the Water Act 2014 (c. 21).

(**c**) Section 219 was amended by paragraph 110 of Schedule 17 to the Communications Act 2003 (c. 21). There are other amendments to section 219 which are not relevant to this Order.

128. Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement.

Acquisition of land

129. In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which apparatus is placed, or which has the effect of impacting on any existing apparatus owned by Cambridge Water, and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension can take place until the undertaker has given Cambridge Water written notice of that requirement and Cambridge Water has established to its reasonable satisfaction, contingency arrangement in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus and for the avoidance of doubt the undertaker will indemnify Cambridge Water in respect of the costs of any such contingency arrangements reasonably required by Cambridge Water including any requirement to remove any existing apparatus.

130. Where the undertaker is notifying Cambridge Water of any proposed works under this Part of this Schedule then unless otherwise agreed between the parties, the following will be provided to Cambridge Water—

(a) the exact position of the works;

(b) the level at which they are proposed to be constructed, renewed or moved;

(c) the manner of their construction or renewal including details of excavation and positioning of plant;

(d) the position of all apparatus including existing apparatus and apparatus to be retained;

(e) detailed drawings showing the alterations proposed to the apparatus; and

(f) any maintenance required.

131. Before extinguishing any existing rights for Cambridge Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker must, with the agreement of Cambridge Water, create a new right to use, keep, inspect, renew and maintain the apparatus and such right must not be materially more onerous for Cambridge Water, such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 52 (arbitration).

Access

132. If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker must provide such alternative means of access to such apparatus as will enable Cambridge Water to maintain or use the apparatus no less effectively and no less onerously (including having regard to maintenance costs) than was possible before such obstruction.

Unmapped apparatus

133. If in consequence of the exercise of the powers conferred by the Order, previously unmapped lateral drains or other apparatus are identified by the undertaker, notification of the location of such assets will immediately be given to Cambridge Water and afforded the same protection as other Cambridge Water assets.

Costs

134. If for any reason or in consequence of the construction of any of the works referred to in paragraphs 129 to 131 and 133 of this Part of this Schedule any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in the view of Cambridge Water due to its intended removal for the purposes of those works) or property of Cambridge Water, or there is any interruption in any service provided, or in the supply of any goods, by Cambridge Water, the undertaker must—

(a) bear and pay the cost reasonably incurred by Cambridge Water in making good any damage or restoring the supply; and

(b) make reasonable compensation to Cambridge Water for any other expenses, loss, damages, penalty or costs incurred by Cambridge Water (and for the avoidance of doubt this shall include any costs incurred due to an interruption in service to customers),

by reason or in consequence of any such damage or interruption save that nothing in this paragraph 134 shall impose liability on the undertaker to the extent that such costs are attributable to the neglect or default of Cambridge Water, its officers, employees, contractors or other agents.

Expenses

135.—(1) The undertaker must repay to Cambridge Water the expenses incurred by Cambridge Water in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus (including costs or compensation payable in connection with the acquisition of land for that purpose) which may be required in consequence of the execution of any of the authorised works.

(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 and determined by Cambridge Water after removal.

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

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions (save where it is not possible in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth); or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 52 (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 Cambridge Water by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

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

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

(5) An amount which apart from this sub-paragraph would be payable to Cambridge Water 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 Cambridge Water 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.

Co-operation

136. Any approval of Cambridge Water required under this Part of this Schedule—

(a) must not be unreasonably withheld or delayed;

(b) must be given in writing; and

(c) will be deemed to have been given if neither given nor refused within 42 days of the receipt of the information for approval or, where further particulars are requested by Cambridge Water within 42 days of receipt of the information to which the request for further particulars relates.

PART 10

FOR THE PROTECTION OF THE LEAD LOCAL FLOOD AUTHORITY

137. The following provisions apply for the protection of the lead local flood authority unless otherwise agreed in writing between the undertaker and the lead local flood authority.

138. In this Part of this Schedule—

"construction" includes execution, placing, altering, replacing, relaying, removing and excavation and "construct" and "constructed" are to be construed accordingly;

"ordinary watercourse" has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991(**a**);

"plans" includes sections, drawings, specifications, calculations, method statements and details of maintenance regimes;

"specified work" means so much of any work or operation authorised by this Order and the construction of any works authorised by this Part of this Schedule as is in, on, under, over or within 8 metres of an ordinary watercourse or is otherwise likely to affect any ordinary watercourse.

139.—(1) Before beginning to construct any specified work, the undertaker must submit to the lead local flood authority plans of the specified work and such further particulars available to it as the lead local flood authority may within 2 months of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved pursuant to sub-paragraph (3), or determined under paragraph 143 of this Part of this Schedule.

(3) Any request for approval or refusal of the lead local flood authority under this paragraph 139—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been approved if it is neither given nor refused within 2 months of the submission of the plans;

(c) in the case of a refusal, must be accompanied by a statement of the grounds of refusal; and

(d) may be given subject to such reasonable requirements as the lead local flood authority may make for the protection of any ordinary watercourse.

(4) Each time the lead local flood authority requests further information from the undertaker, the time period in sub-paragraph (3)(b) will begin to run again from receipt of the information by the lead local flood authority, save that the time period will be reduced to 28 days.

(5) The undertaker must include in any submission made to the lead local flood authority under this paragraph 139 a statement that the provisions of sub-paragraph (3)(b) and sub-paragraph (4)

(**a**) 1991 c. 59.

apply and if the submission fails to do it the provisions of sub-paragraph(3)(b) and sub-paragraph (4) will not apply.

(6) Any requirement made by the lead local flood authority under sub-paragraph (3)(d) may include—

(a) a requirement for the undertaker to carry out monitoring during the implementation of any de-watering scheme approved by the lead local flood authority under this paragraph 139; and

(b) a requirement for the undertaker not to prevent or materially restrict the lead local flood authority's use of any access route during construction of the specified work or, where that is not possible owing to the nature of the work, a requirement for the undertaker to provide for use by the lead local flood authority during construction of the specified work a reasonably suitable alternative to the access route on land over which the undertaker has control or the ability to provide such alternative access.

140. Without limitation on the scope of paragraph 139 of this Part of this Schedule, but subject always to the provisions of that paragraph as to reasonableness, the requirements which the lead local flood authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, within the Order limits whether temporary or permanent, before or during the construction of the specified works (including the provision of walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any ordinary watercourse against damage; or

(b) to secure that the risk of flooding is not otherwise increased,

by reason of any specified work.

(2) Subject to sub-paragraph (3), any specified work, and all protective works required by the lead local flood authority under this paragraph 140, must be constructed without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule.

(3) The undertaker must give to the lead local flood authority not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 24 hours after the date on which it is completed.

(4) If any part of a specified work or any protective work required by the lead local flood authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the lead local flood authority may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the lead local flood authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the lead local flood authority reasonably requires.

(5) Subject to sub-paragraph (6) if, within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the lead local flood authority may execute the works specified in the notice and any expenditure reasonably incurred by the lead local flood authority in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the lead local flood authority must not except in the case of an emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 143 of this Part of this Schedule.

141. The undertaker must make reasonable compensation for costs, charges and expenses which the lead local flood authority may reasonably incur—

(a) in the examination or approval of plans under this Part of this Schedule;

(b) in inspecting the construction of the specified work or any protective works required by the lead local flood authority under this Part of this Schedule; and

(c) in carrying out any surveys or tests by the lead local flood authority which are reasonably required in connection with the construction of the specified work.

142.—(1) The undertaker must make reasonable compensation for liabilities, costs and losses which may be reasonably incurred or suffered by the lead local flood authority by reason of—

(a) the construction of any specified works comprised within any work or operation or any associated maintenance authorised by this Order; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others while engaged upon the construction of any work or operation or any associated maintenance authorised by this Order.

(2) The lead local flood authority must give to the undertaker reasonable notice of any such claim or demand and afford the undertaker the opportunity to take conduct of such claims and demands.

(3) The undertaker may at its own expense and if it elects to do so, conduct all negotiations for the settlement of any such claim and have conduct of any litigation that may arise therefrom.

(4) The lead local flood authority must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(5) The lead local flood authority will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or losses.

(6) The lead local flood authority will, at the request of the undertaker and having regard to its statutory functions, afford all reasonable assistance for the purpose of contesting any such claim or action, and it entitled to be repaid its reasonable expenses reasonably incurred in so doing.

(7) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the lead local flood authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from, any liability under this Part of this Schedule.

(8) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of any liabilities, costs or losses attributable to the neglect or default of the lead local flood authority, its officers, servants, contractors or agents.

143. Any dispute arising between the undertaker and the lead local flood authority under this Part of this Schedule is to be determined by arbitration under article 52 (Arbitration).

SCHEDULE 16

Article 23

REMOVAL OF HEDGEROWS

PART 1

REMOVAL OF HEDGEROWS

(1) Plan	*(2) Hedgerow*
hedgerow regulations and tree preservation plans – sheet 1 (Document number 4.8.1 as described in column (2) of Schedule 18)	hedgerow shown with an orange line between point H1 and point 2 H2
hedgerow regulations and tree preservation plans – sheet 1 (Document number 4.8.1 as	hedgerow shown with an orange line between point H3 and point H4

described in column (2) of Schedule 18)	
hedgerow regulations and tree preservation plans – sheet 3 (Document number 4.8.3 as described in column (2) of Schedule 18)	hedgerow shown with an orange line between point H7 and point H8
hedgerow regulations and tree preservation plans – sheet 3 (Document number 4.8.3 as described in column (2) of Schedule 18)	hedgerow shown with an orange line between point H9 and point H10
hedgerow regulations and tree preservation plans – sheet 3 (Document number 4.8.3 as described in column (2) of Schedule 18)	hedgerow shown with an orange line between point H11 and point H12
hedgerow regulations and tree preservation plans – sheet 3 (Document number 4.8.3 as described in column (2) of Schedule 18) and sheet 4 (Document number 4.8.4 as described in column (2) of Schedule 18)	hedgerow shown with an orange line between point H13 and point H14
hedgerow regulations and tree preservation plans – sheet 3 (Document number 4.8.3 as described in column (2) of Schedule 18)	hedgerow shown with an orange line between point H15 and point H16
hedgerow regulations and tree preservation plans – sheet 3 (Document number 4.8.3 as described in column (2) of Schedule 18)	hedgerow shown with an orange line between point H17 and point H18
hedgerow regulations and tree preservation plans – sheet 6 (Document number 4.8.6 as described in column (2) of Schedule 18)	hedgerow shown with an orange line between point H19 and point H20
hedgerow regulations and tree preservation plans – sheet 7 (Document number 4.8.7 as described in column (2) of Schedule 18)	hedgerow shown with an orange line between point H21 and point H22
hedgerow regulations and tree preservation plans – sheet 3 (Document number 4.8.3 as described in column (2) of Schedule 18)	hedgerow shown with an orange line between points H29 and H30

PART 2

REMOVAL OF IMPORTANT HEDGEROWS

(1) Plan	*(2) Important Hedgerow*
hedgerow regulations and tree preservation plans – sheet 2 (Document number 4.8.2 as described in column (2) of Schedule 18)	hedgerow shown with a pink line between point H5 and point H6
hedgerow regulations and tree preservation plans – sheet 10 (Document number 4.8.10 as described in column (2) of Schedule 18)	hedgerow shown with a pink line between point H25 and point H26
hedgerow regulations and tree preservation	hedgerow shown with a pink line between

plans – sheet 10 (Document number 4.8.10 as described in column (2) of Schedule 18)	point H27 and point H28

SCHEDULE 17

Article 49

MISCELLANEOUS CONTROLS

Introduction

1. This Schedule applies, modifies and excludes statutory provisions which relate to matters for which provision may be made in this Order.

Highways Act 1980

2.—(1) Section 141(**a**) (restriction on planting trees etc in or near carriageway) of the 1980 Act shall not apply to any tree or shrub planted in the course of the authorised development before completion of construction.

(2) Section 167(**b**) (powers relating to retaining walls near streets) of that Act shall not apply in relation to—

(a) the erection of a wall in the course of the authorised development before completion of construction; or

(b) a wall on land which works are being carried out, or are to be carried out, in pursuance of the authorised development before completion of construction.

(3) Sections 169(1) (control of scaffolding on highways) 172(**c**) (hoardings to be set up during building etc) and 173(**d**) (hoardings to be securely erected) of that Act shall not apply to anything done in the course of the authorised development before completion of construction.

Party Wall etc Act 1996

3.—(1) No notice under section 1(2) or (5) (notice before building on line of junction with adjoining land) of the Party Wall etc Act 1996(**e**) shall be required before the building of any wall in the course of the authorised development before completion of construction.

(2) Sections 1(6) (underpinning of adjoining buildings) and 2 (repair etc. of party wall: rights of owner) of the Party Wall etc Act 1996 shall not apply in relation to—

(a) anything used, or intended to be used, by the undertaker for the purposes of the authorised development before completion of construction; or

(b) land on which there is any such thing.

(3) Section 6 (adjacent excavation and construction) of the Party Wall etc Act 1996 shall not apply in relation to a proposal to excavate. or excavate to erect anything in the course of the authorised development before completion of construction.

Planning Act 2008 – Application of the 2010 Regulations (Community infrastructure Levy)

4. This Order shall not constitute a planning permission for the purpose of Part 11 (community infrastructure levy) of the 2008 Act notwithstanding the definition of planning permission

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(**a**) Section 141 was amended by section 46 of the Criminal Justice Act 1982 (c. 48).
(**b**) Section 167 was amended by section 38 of the Criminal Justice Act 1982 (c. 48).
(**c**) Section 172 was amended by section 38 of the Criminal Justice Act 1982 (c. 48). There are other amendments to section 172 which are not relevant to this Order.
(**d**) Section 173 was amended by section 46 of the Criminal Justice Act 1982 (c. 48).
(**e**) 1996 c. 40.

contained within regulation 5 (meaning of planning permission) of the Community Infrastructure Levy Regulations 2010(**a**).

Town and Country Planning Act 1990

5.—(1) Any development, or any part of a development, within the Order limits which is constructed or used under the authority of a planning permission pursuant to Part 3 (control over development) of the 1990 Act (whether express or otherwise) following the coming into force of this Order is to be disregarded at all times for the purposes of ascertaining whether or not an offence has been committed under the provisions of sections 160(**b**) (development without development consent) and 161(**c**) (breach of terms of order granting development consent) of the 2008 Act and such development or planning permission shall not at any time be construed as preventing the further construction, maintenance or use of the authorised development (or any part of it) in accordance with this Order.

(2) Sections 238(**d**) and 239 (consecrated land and burial grounds) of the 1990 Act shall apply—

(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 35 (temporary use of land for carrying out the authorised development) and 36 (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, without prejudice to the status of the land over which the right is exercised as consecrated land.

Flood and Water Management Act 2010

6. Section 30 (designation of features) and Schedule 1 (risk management: designation of features) of the Flood and Water Management Act 2010(**e**) shall not apply in relation to the authorised development.

Control of Pollution Act 1974

7.—(1) Where a local authority is acting further to Section 60(4) of the Control of Pollution Act 1974 in relation to the construction of the authorised development and works before completion of construction then that local authority must also have regard to the noise levels referred to in the environmental statement and the principles of the code of construction practice.

(2) Sections 60(7) and 61(7) of the Control of Pollution Act 1974 shall not apply in relation to the authorised development.

(3) Section 61(9)(**f**) 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.

Burial Act 1857

8. Section 25 (offence of removal of body from burial ground) of the Burial Act 1857(**g**) shall not apply to the authorised development.

(**a**) S.I. 2010/948.
(**b**) Section 160 was amended by S.I. 2015/664.
(**c**) Section 161 was amended by S.I. 2015/664. There are other amendments to section 161 which are not relevant to this Order.
(**d**) Section 238 was amended by section 130(2) of the Levelling-up and Regeneration Act 2023 (c. 55).
(**e**) 2010 c. 29.
(**f**) Section 61(9) was amended by Schedule 24 of the Environment Act 1995 (c. 25) and paragraph 15(3) of Schedule 15 to the Environmental Protection Act 1990 (c. 43)
(**g**) 1857 c. 81. There are amendments to this Act which are not relevant to this Order.

SCHEDULE 18

Article 51

CERTIFICATION OF PLANS AND DOCUMENTS

(1) Document/Plan	*(2) Document Number*	*(3) Document date/plan number with revision number*
The access and traffic regulation order plans	4.7	
Key Plan	4.7.0	00001-100006-CAMEST-ZZZ-LAY-Z-9050-Rev C02
Sheet 1	4.7.1	00001-100006-CAMEST-ZZZ-LAY-Z-9051-Rev C01
Sheet 2	4.7.2	00001-100006-CAMEST-ZZZ-LAY-Z-9052-Rev C01
Sheet 3	4.7.3	00001-100006-CAMEST-ZZZ-LAY-Z-9053-Rev C01
Sheet 4	4.7.4	00001-100006-CAMEST-ZZZ-LAY-Z-9054-Rev C01
Sheet 5	4.7.5	00001-100006-CAMEST-ZZZ-LAY-Z-9055-Rev C01
Sheet 6	4.7.6	00001-100006-CAMEST-ZZZ-LAY-Z-9056-Rev C01
Sheet 7	4.7.7	00001-100006-CAMEST-ZZZ-LAY-Z-9057-Rev C01
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	5.2.5	Volume 2 Chapter 5 – EIA Methodology – September 2023 – Revision 02
	5.2.6	Volume 2 Chapter 6 – Agricultural Land and Soils – April 2024 – Revision 05
	5.2.7	Volume 2 Chapter 7 – Air Quality – April 2024 – Revision 04
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SCHEDULE 19

Article 52

ARBITRATION RULES

Primary objective

1.—(1) The primary objective of these arbitration rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within 4 months from the date the arbitrator is appointed pursuant to article 52 (arbitration) of the Order.

(2) The arbitration is deemed to have commenced when a party ("the Claimant") serves a written notice of arbitration on the other party ("the Respondent").

Time periods

2.—(1) All time periods in these arbitration rules will be measured in days and this is to include weekends, but not bank or public holidays.

(2) Time periods will be calculated from the day after the arbitrator is appointed which must be either—

(a) the date the arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or

(b) the date the arbitrator is appointed by the Secretary of State.

Timetable

3.—(1) The timetable for the arbitration is to be that set out in sub-paragraphs (2) to (4) unless amended in accordance with sub-paragraph 5(3).

(2) Within 14 days of the arbitrator being appointed, the Claimant must provide both the Respondent and the arbitrator with—

(a) a written Statement of Claim which describes the nature of the differences between the parties, the legal and factual issues, the Claimant's contentions as to those issues, the amount of its claim and the remedy it is seeking; and

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the Claimant's statements under sub-paragraph (2) by the arbitrator and Respondent, the Respondent must provide the Claimant and the arbitrator with-

(a) a written Statement of Defence responding to the Claimant's Statement of Claim, its statement in respect of the nature of the differences, the legal and factual issues in the Claimant's claim, its acceptance of any element(s) of the Claimant's claim, its contentions as to those elements of the Claimant's claim it does not accept;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and

(c) any objections it wishes to make to the Claimant's statements, comments on the Claimant's expert report(s) (if submitted by the Claimant) and explanations for the objections.

(4) Within 7 days of the Respondent serving its statements under sub-paragraph (3), the Claimant may make a Statement of Reply by providing both the Respondent and the arbitrator with—

(a) a written statement responding to the Respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;

(b) all statements of evidence and copies of documents in response to the Respondent's submissions;

(c) any expert report in response to the Respondent's submissions;

(d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent; and

(e) written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. No single pleading is to exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The arbitrator must make an award on the substantive difference(s) based solely on the written material submitted by the parties unless the arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within 2 days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within 7 days of receiving the last submission, the arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within 10 days of the arbitrator advising the parties that he/she is to hold a hearing, the date and venue for the hearing must be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which he/she considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the arbitrator's direction confirming the date and venue of the hearing.

(6) A decision will be made by the arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the arbitrator, then any expert(s) attending the hearing may be asked questions by the arbitrator.

(7) There will be no process of examination and cross-examination of experts, but the arbitrator will invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the arbitrator's questions. Prior to the hearing the procedure for the expert(s) will be that—

(a) at least 28 days before a hearing, the arbitrator will provide a list of issues to be addressed by the expert(s);

(b) if more than one expert is called, they will jointly confer and produce a joint report or reports within 14 days of the issues being provided; and

(c) the form and content of a joint report must be as directed by the arbitrator and must be provided at least 7 days before the hearing.

(8) Within 14 days of a hearing or a decision by the arbitrator that no hearing is to be held the parties may by way of exchange provide the arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The arbitrator will take these submissions into account in the award.

(9) The arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within 4 months of the date on which the arbitrator is appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the arbitrator may continue in the absence of a party or submission or document, and may make a decision on the submitted information attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(11) The arbitrator's award must include reasons. The parties will accept that the extent to which reasons are given must be proportionate to the issues in dispute and the time available to the arbitrator to deliver the award.

Arbitrator's powers

5.—(1) The arbitrator has all the powers of the Arbitration Act 1996(**a**), including the non-mandatory sections, save where modified by these arbitration rules in this Schedule.

(2) There will be no discovery or disclosure, except that the arbitrator will have the power to order the parties to produce such documents as are reasonably requested by another party no later than the Statement of Reply, or by the arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the arbitrator. In the absence of agreement, the arbitrator may vary the timescales and/or procedure—

(a) if the arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice; and

(b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the arbitrator's fees and expenses.

Costs

6.—(1) The costs of the arbitration must include the fees and expenses of the arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the arbitration.

(2) Where the difference involves connected/interrelated issues, the arbitrator will consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties will bear them or in what proportion they will be borne by the parties.

(4) The arbitrator will award recoverable costs on the general principle that each party should bear its own costs, having regard to all material circumstances, including such matters as exaggerated claims and/or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

Confidentiality

7.—(1) Subject to sub-paragraphs (2) and (3), any arbitration hearing and documentation will be open to and accessible by the public.

(2) The arbitrator may direct that the whole or part of a hearing is to be private or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(3) The parties and arbitrator agree that any matters, materials, documents, awards, expert reports and the like covered by sub-paragraph (2) are confidential and must not be disclosed to any third party without prior written consent of the other party, save for any application to the Courts or where disclosure is required under any legislative or regulatory requirement.

(**a**) 1996 c. 23.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises Anglian Water Services Limited (referred to in this Order as the undertaker) to construct, operate, use and maintain the Cambridge Waste Water Treatment Plant and associated infrastructure.

The Order would permit the undertaker to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

A copy of the Order plans and the book of reference mentioned in this Order and certified in accordance with article 51 (certification of plans, etc) of this Order may be inspected free of charge during working hours at the offices of each relevant planning authority.

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