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

2025 No. 1227

INFRASTRUCTURE PLANNING

The Cory Decarbonisation Project Order 2025

Made - - - -	*5th November 2025*
Coming into force	*27th November 2025*

CONTENTS

PART 1
PRELIMINARY

1. Citation and commencement
2. Interpretation
3. Electronic communications

PART 2
WORK PROVISIONS
Principal powers

4. Development consent granted by the Order
5. Maintenance of authorised development
6. Operation of the authorised development
7. Disapplication of legislative provisions
8. Interaction with the 1968 Act
9. Benefit of this Order
10. Consent to transfer benefit of the Order
11. Guarantees in respect of payment of compensation

Streets

12. Application of the permit scheme
13. Street works
14. Power to alter layout, etc., of streets
15. Permanent stopping up of specified street and private means of access
16. Temporary prohibition or restriction of use of streets, private means of access and public rights of way and authorising vehicular use on public rights of way
17. Permanent closure and diversion of, and creation of new public rights of way and authorising vehicular use on public rights of way
18. Access to the authorised development
19. Agreements with street authorities
20. Traffic regulation measures

Supplementary powers

21. Discharge of water

22. Authority to survey and investigate the land
23. Protective works to buildings
24. Felling or lopping of trees
25. Works in the river Thames: conditions
26. Oversailing rights
27. Power to dredge

PART 3
POWERS OF ACQUISITION AND POSSESSION OF LAND
Powers of acquisition

28. Compulsory acquisition of land
29. Time limit for exercise of authority to acquire land compulsorily
30. Compulsory acquisition of rights
31. Acquisition of subsoil or airspace only
32. Private rights
33. Power to override easements and other rights
34. Application of the 1981 Act
35. Modification of Part 1 of the 1965 Act
36. Rights under or over streets

Temporary possession of land

37. Temporary use of land for carrying out the authorised development
38. Temporary use of land for maintaining the authorised development

Supplementary

39. Statutory undertakers
40. Apparatus and rights of statutory undertakers in stopped up streets
41. Recovery of costs of new connections

PART 4
MISCELLANEOUS AND GENERAL

42. Deemed marine licence
43. Application of landlord and tenant law
44. Defence to proceedings in respect of statutory nuisance
45. Protective provisions
46. Certification of plans etc.
47. Service of notices
48. Procedures in relation to certain approvals etc.
49. Arbitration
50. Crossness Local Nature Reserve
51. Planning permission, etc.
52. No double recovery
53. Byelaws relating to the Crossness Local Nature Reserve
54. Fixed penalty notices relating to byelaws

SCHEDULES

SCHEDULE 1 — AUTHORISED DEVELOPMENT

SCHEDULE 2 — REQUIREMENTS
SCHEDULE 3 — LEGISLATION TO BE DISAPPLIED
SCHEDULE 4 — STREETS SUBJECT TO STREET WORKS
SCHEDULE 5 — STREETS SUBJECT TO PERMANENT OR TEMPORARY ALTERATION OF LAYOUT
PART 1 — PERMANENT OR TEMPORARY ALTERATION OF LAYOUT
PART 2 — PERMANENT OR TEMPORARY ALTERATION OF LAYOUT
SCHEDULE 6 — PERMANENT STOPPING UP OF STREET AND PRIVATE MEANS OF ACCESS AND PROVISION OF NEW STREET AND PRIVATE MEANS OF ACCESS
PART 1 — STREET TO BE PERMANENTLY STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED
PART 2 — PRIVATE MEANS OF ACCESS TO BE PERMANENTLY STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED
SCHEDULE 7 — TEMPORARY ALTERATION, PROHIBITION, DIVERSION OR RESTRICTION OF THE USE OF STREETS AND PUBLIC RIGHTS OF WAY AND AUTHORISING VEHICULAR USE ON PUBLIC RIGHTS OF WAY
PART 1 — TEMPORARY ALTERATION, PROHIBITION, DIVERSION OR RESTRICTION OF THE USE OF STREETS AND PUBLIC RIGHTS OF WAY
PART 2 — AUTHORISING TEMPORARY USE OF VEHICULAR USE ON PUBLIC RIGHTS OF WAY
SCHEDULE 8 — LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED
SCHEDULE 9 — MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS AND IMPOSITION OF NEW RESTRICTIVE COVENANTS
SCHEDULE 10 — LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN
SCHEDULE 11 — DEEMED MARINE LICENCE
PART 1 — GENERAL
PART 2 — CONDITIONS APPLYING TO LICENSABLE ACTIVITIES
PART 3 — PROCEDURE FOR THE DISCHARGE OF CONDITIONS
SCHEDULE 12 — PROTECTIVE PROVISIONS
PART 1 — FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS
PART 2 — FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS
PART 3 — FOR THE PROTECTION OF THE ENVIRONMENT AGENCY
PART 4 — FOR THE PROTECTION OF THAMES WATER UTILITIES LIMITED
PART 5 — FOR THE PROTECTION OF THE PORT OF LONDON AUTHORITY
PART 6 — FOR THE PROTECTION OF UK POWER NETWORKS LIMITED, LONDON POWER NETWORKS PLC AND SOUTH EASTERN POWER NETWORKS PLC

PART 7 — FOR THE PROTECTION OF SOUTHERN GAS NETWORKS PLC AS GAS UNDERTAKER
PART 8 — FOR THE PROTECTION OF REPL
PART 9 — FOR THE PROTECTION OF EACH RRRL ENTITY
SCHEDULE 13 — DOCUMENTS AND PLANS TO BE CERTIFIED
SCHEDULE 14 — PROCEDURE IN RELATION TO CERTAIN APPROVALS ETC.
SCHEDULE 15 — ARBITRATION RULES
SCHEDULE 16 — DESIGN PARAMETERS

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

The application has been examined by the Examining Authority appointed by the Secretary of State pursuant to Chapter 3 of Part 6 (deciding applications for orders granting development consent) of the 2008 Act and carried out in accordance with Chapter 4 of Part 6 (deciding applications for orders granting development consent) of the 2008 Act and the Infrastructure Planning (Examination Procedure) Rules 2010(**b**). The Examining Authority has submitted a report and recommendation to the Secretary of State under section 83(**c**) (single appointed person to examine and report on application) of the 2008 Act.

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 4(**d**) of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 and has had regard to the documents and matters referred to in section 104(2) (decisions in cases where national policy statement have effect) of the 2008 Act.

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

In accordance with section 127(**e**) (statutory undertakers' land) of the 2008 Act, the Secretary of State has applied the relevant tests and is satisfied that they have been met.

In accordance with section 131(4A) (commons, open spaces etc: compulsory acquisition of land) of the 2008 Act, the Secretary of State is satisfied that there is no suitable land available to be given in exchange for the parcels of open space comprised within the Order land and that it is strongly in the public interest for the development for which this Order grants consent to be capable of being begun sooner than is likely to be possible if the Order were to be subject (to any extent) to special parliamentary procedure.

(**a**) 2008 c. 29. The relevant provisions of the 2008 Act are amended by Chapter 6 of Part 6 of, and Schedule 13 to, the Localism Act 2011 (c. 20) and by sections 22 to 27 of the Growth and Infrastructure Act 2013 (c. 27). Transitional provisions are contained in S.I. 2013/1124.
(**b**) S.I. 2010/103, amended by S.I. 2012/635.
(**c**) 2008 c. 29. Section 83 was amended by paragraphs 35(2) and 35(3) of schedule 13(1) and paragraph 1 of section 25(20) to the Localism Act 2011 (c. 20).
(**d**) S.I. 2017/572.
(**e**) 2008 c. 29. Section 127 was amended by sections 23(2)(a) to (c) of the Growth and Infrastructure Act 2013 (c. 27) and by paragraphs 64(1) and (2) of Schedule 13(1) and paragraph 1 of Schedule 25 to the Localism Act 2011 (c. 20).

The Secretary of State, in exercise of the powers conferred by sections 114(**a**), 115(**b**), 120(**c**), 122(**d**), 123(**e**), and 149A(**f**) of the 2008 Act, makes the following Order.

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the Cory Decarbonisation Project Order 2025 and comes into force on 27th November 2025.

Interpretation

2.—(1) In this Order, unless otherwise stated—

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

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

"the 1968 Act" means the Port of London Act 1968(**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 1990 Act" means the Town and Country Planning Act 1990(**m**);

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

"the 1994 agreement" means the agreement made under section 106 (planning obligations) of the 1990 Act between the Mayor and Burgesses of the London Borough of Bexley and TWUL dated 21 July 1994;

"the 2005 Agreement" means the agreement made under section 106 (planning obligations) of the 1990 Act between the Mayor and Burgesses of the London Borough of Bexley, Tilfen Land Limited and Gallions Housing Association Limited dated 24 January 2005;

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

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

"access and rights of way plan" means the plan of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the access and rights of way plan for the purposes of this Order;

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

"AOD" means above ordnance datum;

(**a**) As amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011.
(**b**) As amended by section 160 of the Housing and Planning Act 2016 (c. 22) and section 43 of the Wales Act 2017 (c. 4).
(**c**) As amended by section 140 of, and paragraph 60 of Part 1 of Schedule 13 to, the Localism Act 2011.
(**d**) As amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**e**) Ibid.
(**f**) Section 149A was inserted by paragraph 4(1) of Part 1 of Schedule 8 to the Marine and Coastal Access Act 2009 (c. 23).
(**g**) 1961 c. 33.
(**h**) 1965 c. 56.
(**i**) 1968 c. xxxii.
(**j**) 1980 c. 66.
(**k**) 1981 c. 66.
(**l**) 1984 c. 27.
(**m**) 1990 c. 8.
(**n**) 1991 c. 22.
(**o**) 2008 c. 29.
(**p**) 2009 c. 23.

"apparatus" has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act save that "apparatus" further includes pipelines (and parts of them), heat pipework, aerial markers, cathodic protection test posts, field boundary markers, transformer rectifier kiosks, electricity cables, telecommunications equipment and electricity cabinets;

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

"authorised navigational channel of the river Thames" means the authorised navigational channel of the river Thames located within the boundaries of the authorised navigational channel shown on the works plans;

"authorised person" means an employee, agent, contractor or subcontractor of the London Borough of Bexley;

"book of reference" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the book of reference for the purposes of this Order;

"Belvedere Power Station jetty" means the existing jetty, conveyor bridge, intake shaft (but not the intake tunnel) and associated piles, dolphins and supports contained within plots 1-107, 1-110, 1-111 and 1-118 on the land plans, and the associated barge berth located within plot 1-113;

"BPSJ licence" means the licence under section 66 (licensing of works) of the 1968 Act required to carry out the works that are intended to be carried out to the Belvedere Power Station jetty and any other existing structures that are the subject of the licence;

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

"business day" means any day apart from Saturday, Sunday or any statutory English bank or public holiday;

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

"commence" means beginning to carry out any material operation, as defined in section 155 (when development begins) of the 2008 Act, comprised in or carried out for the purposes of the authorised development other than the permitted preliminary works and the words "commencement" and "commenced" are to be construed accordingly;

"commissioning" means the process of assuring that all systems and components of the authorised development or part of the authorised development (which are installed or installation is near to completion) are tested to verify that they function and are operable in accordance with design objectives, specifications and operational requirements of the undertaker and "commission" is to be construed accordingly;

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

"crossness local nature reserve" means the crossness local nature reserve as designated at the date of the making of this Order;

"crossness local nature reserve as extended" means the land marked on the extended crossness local nature reserve plan as 'Extended Crossness (LNR)';

"date of final commissioning" means the date on which the commissioning of the authorised development (or any part of the authorised development as the context requires) is completed as notified as such by the undertaker to the relevant planning authority pursuant to requirement 6 (notice of date of final commissioning);

"deemed marine licence" means the marine licence set out in Schedule 11 (deemed marine licence);

"design principles and design code" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the design principles and design code for the purposes of this Order;

"electronic communication" has the meaning given in section 15(1) (general interpretation) of the Electronic Communications Act 2000;

"electronic transmission" means a communication transmitted—

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

(b) by other means provided it is in an electronic form;

"environmental statement" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the environmental statement for the purposes of this Order;

"extended crossness local nature reserve plan" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the extended crossness local nature reserve plan for the purposes of this Order;

"flood risk activity" has the same meaning as in the Environmental Permitting (England and Wales) Regulations 2016(**a**);

"flood risk assessment" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the flood risk assessment for the purposes of this Order;

"footpath" and "footway" have the same meaning as in the 1980 Act;

"framework construction traffic management plan" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the framework construction traffic management plan for the purposes of this Order;

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

"land plans" means the plans of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the land plans for the purposes of this Order;

"lead local flood authority" has the meaning in section 6(7) (other definitions) of the Flood and Water Management Act 2010(**b**);

"limits of deviation" means—

(a) the limits of deviation shown for each numbered work on the works plans; and

(b) in the case of Work No. 4C, dredging to a depth of – 11.00m chart datum and within the dredging co-ordinates shown on the works plans;

"maintain" includes inspect, repair, adjust, alter, remove, refurbish, reconstruct, replace and improve any part of the authorised development, but only insofar as such activities do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement and "maintenance" and "maintaining" are to be construed accordingly;

"Middleton Jetty" means the structures labelled as forming the Middleton Jetty as shown on the works plans;

"MMO" means the Marine Management Organisation;

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

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

"outline landscape, biodiversity, access and recreation delivery strategy" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the outline landscape, biodiversity, access and recreation delivery strategy for the purposes of this Order;

(**a**) S.I. 2016/1154.
(**b**) 2010 c. 29.

"outline code of construction practice" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the outline code of construction practice for the purposes of this Order;

"outline drainage strategy" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the outline drainage strategy for the purposes of this Order;

"outline emergency preparedness and response plan" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the outline emergency preparedness and response plan for the purposes of this Order;

"outline lighting strategy" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the outline lighting strategy for the purposes of this Order;

"outline site waste management plan" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the outline site waste management plan for the purposes of this Order;

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

"permit scheme" means the permit scheme contained in the Schedule to the Traffic Management (London Borough of Bexley) Permit Scheme 2012(**b**) or any replacement permit scheme which applies to streets within the Order limits that is made under Part 3 (Permit Schemes) of the Traffic Management Act 2004(**c**);

"permitted preliminary works" means environmental surveys and monitoring, investigations for the purpose of assessing ground conditions (including the making of trial boreholes), archaeological surveys and investigations, the creation of new ditches and the enhancement of existing ditches, receipt and erection of construction plant and equipment, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, establishment of laydown areas and welfare facilities, erection of construction fencing, diversion and laying of underground apparatus, site clearance including vegetation clearance, and Work No. 3;

"the PLA" means the Port of London Authority;

"PLA General Directions" means the general directions made under section 111 of the 1968 Act and under the provisions of the Pilotage Act 1987(**d**) which came into force on 1 November 2024;

"Port of London Harbour Revision Order" means any harbour revision order made pursuant to the application for the harbour revision order under section 14 of the Harbours Act 1964(d) submitted by the PLA to the Marine Management Organisation on 7 April 2020;

"Pre-2032 WRWA Underlease Determination Event" means, during the period prior to (and including) 4 October 2032, the termination of the WRWA Underlease (otherwise than in circumstances where the WRWA Lease is terminated at the same time as the WRWA Underlease);

"preliminary navigation risk assessment" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the preliminary navigation risk assessment for the purposes of this Order;

"Post-2032 WRWA Underlease Determination Event" means, during the period from (and including) 5 October 2032, the termination of the WRWA Underlease (otherwise than in circumstances where the WRWA Lease is terminated at the same time as the WRWA Underlease);

(**a**) 1981 c. 67. Section 7 was amended by paragraph 9 of Schedule 15(I) to the Planning and Compensation Act 1991 (c. 34). There are other amendments to this section which are not relevant to this Order.
(**b**) S.I. 2012/3102.
(**c**) 2004 c. 18.
(**d**) 1987 c. 21.

"relevant planning authority" means the London Borough of Bexley;

"relevant highway authority" means the London Borough of Bexley;

"Riverside 1" means the energy from waste facility that is operated by RRRL;

"Riverside 2" means the energy from waste facility to be constructed and operated pursuant to Work No. 1 of the REP Order;

"REPL" means Riverside Energy Park Limited (company number 11536739) whose registered office is at Level 5, 10 Dominion Street, London, EC2M 2EF, together with its successors in title from time to time of the freehold of any part of the REPL land (as defined in Schedule 12 Part 8 paragraph 108) save to the extent that any such successor in title is the undertaker;

"REP Order" means the Riverside Energy Park Order 2020(**a**);

"requirements" means those matters set out in Schedule 2 (requirements);

"RRRL" means Riverside Resource Recovery Limited (company number 03723386) whose registered office is at Level 5, 10 Dominion Street, London, EC2M 2EF, together with its successors in title from time to time of the freehold of any part of the RRRL land (as defined in Schedule 12 Part 9 paragraph 120) save to the extent that any such successor in title is the undertaker;

"RRRL Entity" means (on a several basis) each of RRRL, and—

(a) prior to the earlier to occur of a Pre-2032 WRWA Underlease Determination Event and 5 October 2032, WRWA (for the purposes of paragraphs 122(a) and 130 of Part 9 of Schedule 12 only);

(b) where a Pre-2032 WRWA Underlease Determination Event has occurred, WRWA (for any period in which WRWA (or WRWA's nominee) is not a successor in title to RRRL in respect of the freehold of all the RRRL land which is held by RRRL immediately prior to the Pre-2032 WRWA Underlease Determination Event);

(c) where a Pre-2032 WRWA Underlease Determination Event has occurred, WRWA (or its nominee) (for any period in which WRWA (or WRWA's nominee) has ownership of RRRL or is a successor in title to RRRL in respect of the freehold of RRRL land); and

(d) where a Post-2032 WRWA Underlease Determination Event has occurred, WRWA (for the duration of the WRWA Lease) unless and until the WRWA Underlease is restored;

"statutory undertaker" means any person falling within section 127(8) (statutory undertakers' land) of the 2008 Act and includes a public communications provider defined by section 151(1) (interpretation of Chapter I) of the Communications Act 2003(**b**);

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

"TWUL" means Thames Water Utilities Limited (company number 02366661) whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB;

"traffic regulation measures plan" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the traffic regulation measures plan for the purposes of this Order;

"undertaker" means, subject to articles 9 (benefit of this Order) and 10 (consent to transfer benefit of this Order), Cory Environmental Holdings Limited (company number 05360864) whose registered office is at Level 5, 10 Dominion Street, London, England, EC2M 2EF;

(**a**) S.I. 2020/419, which was amended by the Riverside Energy Park (Correction) Order 2021 (S.I. 2021/273) and the Riverside Energy Park (Amendment) Order 2023 (S.I. 2023/165).

(**b**) 2003 c. 21.

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

"WRWA" means the Western Riverside Waste Authority of Smugglers Way Transfer Station, Smugglers Way, Wandsworth, London, SW18 1JS;

"WRWA Lease" means the lease between RRRL and WRWA dated 31 July 2008, as amended from time to time;

"WRWA Underlease" means the underlease between WRWA and RRRL dated 31 July 2008, as amended from time to time; and

"works plans" means the plans of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the works plans for the purposes of this Order.

(2) The definitions in paragraph (1) do not apply to the deemed marine licence except where expressly provided for in the deemed marine licence.

(3) References in this Order to rights over land include references to rights to do or to place and maintain anything in, on or under land or in the airspace above its surface and to any trusts or incidents (including restrictive covenants) to which the land is subject and references in this Order to the imposition of restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or over which rights are created and acquired under this Order or is otherwise comprised in this Order.

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

(5) All areas described in square metres in the book of reference are approximate.

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

(7) References to "Schedule" are, unless otherwise stated, references to Schedules to this Order.

(8) References to "land" include land under water and on the riverbed.

(9) The expression "includes" is to be construed without limitation.

(10) References to any statutory body include any body's successor in respect of functions which are relevant to this Order.

(11) References in this Order to "part of the authorised development" means all or part of any numbered work.

Electronic communications

3.—(1) In this Order—

(a) references to documents, maps, plans, drawings, certificates or other documents, or to copies, include references to them in electronic form; and

(b) references to a form of communication being "in writing" include references to an electronic communication that satisfies the conditions in paragraph (2) and "written" and other cognate expressions are to be construed accordingly.

(2) The conditions are that—

(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; and

(b) the communication is—

(i) capable of being assessed by the recipient;

(ii) legible in all material respects; and

(iii) sufficiently permanent to be used for subsequent reference.

(3) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven 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.

(4) Any consent to the use of electronic communication given by a person may be revoked by that person in accordance with paragraph (5).

(5) 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 may not be less than seven days after the date on which the notice is given.

PART 2

WORK PROVISIONS

Principal powers

Development consent granted by the Order

4.—(1) Subject to the provisions of this Order and to the requirements, the undertaker is granted development consent for the authorised development to be carried out and to be decommissioned within the Order limits.

(2) Each numbered work must be situated within the corresponding numbered area shown on the works plans and within the limits of deviation.

Maintenance of authorised development

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

(2) This article only authorises the carrying out of maintenance works within the Order limits.

Operation of the authorised development

6.—(1) The undertaker is authorised to operate the authorised development.

(2) Other than as set out in this Order, this article does not relieve the undertaker of any requirement to obtain any permit or licence or any obligation under any legislation that may be required to authorise the operation of the authorised development.

Disapplication of legislative provisions

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

(a) Part V(b) (control of works and dredging) of the 1968 Act;

(b) section 23 (prohibition of obstructions, etc. in watercourses) of the Land Drainage Act 1991(**a**);

(c) section 32 (variation of awards) of the Land Drainage Act 1991(**b**);

(**a**) 1991 c. 59. Section 23 was amended by paragraph 192(2) of Schedule 22 to the Environment Act 1995 (c. 25), paragraphs 25 and 32 of Schedule 2 to the Flood and Water Management Act 2010 (c. 29) and S.I. 2013/755.

(**b**) Section 32 was amended by S.I. 2013/755.

(d) the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act 1991(**a**);

(e) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 (byelaw-making powers of the authority) to the Water Resources Act 1991(**b**);

(f) regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(**c**) in respect of a flood risk activity only;

(g) the legislation listed in Schedule 3 (legislation to be disapplied) in so far as the provisions still in force are incompatible with the powers contained within this Order; and

(h) the provisions of the Neighbourhood Planning Act 2017(**d**) insofar as they relate to temporary possession of land under articles 37 (temporary use of land for carrying out the authorised development) and 38 (temporary use of land for maintaining the authorised development) of this Order.

(2) The disapplication of the Metropolis Management (Thames River Prevention of Floods) Amendment Act 1879 by Schedule 3 (legislation to be disapplied) does not affect the Environment Agency's ability to use the powers vested in it under the Act against any person, other than the undertaker and any other person exercising a power under this Order, provided that the use of those powers vested in the Agency does not interfere with the construction or operation of the authorised development.

Interaction with the 1968 Act

8.—(1) Any works licence granted by the PLA under section 66 (licensing of works) of the 1968 Act which includes within its scope the Belvedere Power Station jetty and still having effect immediately before this Order comes into force shall be varied so that from the date of commencement of Work No. 4A, such a licence shall no longer apply to the Belvedere Power Station jetty.

(2) Not later than 30 business days prior to the proposed commencement of Work No. 4A, the undertaker must notify the holder of the BPSJ licence of the works that are intended to be carried out on the Belvedere Power station jetty and any other existing structures that are the subject of the BPSJ licence and the undertaker must provide a copy of such notice to the PLA.

(3) Not later than 30 business days following the commencement of Work No. 4A, the undertaker must notify the PLA of the date of the commencement of those works.

(4) On each anniversary of the notice given pursuant to paragraph (3), the undertaker must provide an update on the programme for Work No. 4, which must include confirmation of whether any other existing structures that are not the Belvedere Power Station jetty are to be affected by Work No. 4 in the forthcoming year.

(5) Not later than 30 business days following the earlier of—

(a) the completion of Work No. 4; or

(b) a notification being provided under paragraph (4) which indicates that no further works are intended to be undertaken to any other existing structures that are not the Belvedere Power Station jetty,

---

(**a**) Section 66 was amended by paragraphs 25 and 38 of Schedule 2 to the Flood and Water Management Act 2010 and section 86 of the Water Act 2014 (c. 21).

(**b**) 1991 c. 57. Paragraph 5 was amended by section 100 of the Natural Environment and Rural Communities Act 2006 (c. 16), section 84 of, and paragraph 3 of Schedule 11 to, the 2009 Act and S.I. 2013/755. Paragraph 6 was amended by section 105 of, and paragraph 26 of Schedule 15 to, the Environment Act 1995, sections 224, 233 and 321 of, and paragraphs 20 and 24 of Schedule 16 and Part 5(B) of Schedule 22 to, the 2009 Act and S.I. 2013/755. Paragraph 6A was inserted by section 103(3) of the Environment Act 1995.

(**c**) S.I. 2016/1154. Regulation 12 was amended by S.I. 2018/110.

(**d**) 2017 c. 20.

the undertaker must provide the PLA with such information as the PLA may reasonably require to confirm any changed physical extent or entire removal of those existing structures which are not the Belvedere Power Station jetty and are the subject of the BPSJ licence.

(6) Any works carried out to existing structures which are not the Belvedere Power Station jetty and are the subject of the BPSJ licence shall not constitute a breach of the BPSJ licence.

(7) Within 30 business days of the PLA being notified under paragraph (3), the PLA must issue a new licence to the holder of the BPSJ licence to reflect—

(a) that the Belvedere Power Station jetty shall no longer form part of the licence;

(b) any changes to the conditions of the works licence that the PLA considers necessary to meet the requirements of the 1968 Act;

(c) the PLA's duties under the 1968 Act; and

(d) sub-paragraphs (9)(e) and (9)(f) shall apply in respect of the new licence.

(8) If a notification under paragraph (5) provides that there has, as a result of Work No. 4, been a change to the physical extent or the entire removal of those existing structures which are not the Belvedere Power Station jetty and are the subject of the BPSJ licence, the PLA must, within 30 business days of the PLA receiving that notification, issue a variation to the licence issued under paragraph (7) to reflect the changes to those structures.

(9) To the extent any works licence granted by the PLA under section 66 (licensing of works) of the 1968 Act, other than the BPSJ licence, and still having effect immediately before this Order comes into force includes within its scope existing structures within the limits of deviation of Work No. 4 and which are required to be removed or altered as a result of the carrying out of Work No. 4—

(a) such works shall not constitute a breach of that works licence;

(b) the undertaker must notify the holder of that works licence of the works that are intended to be carried out on the existing structures, at least 30 business days before the works on an existing structure are carried out and provide a copy of such notice to the PLA;

(c) within 30 business days following the completion of the works that are notified to the holder of that works licence under sub-paragraph (b), the undertaker must provide the PLA with such information as the PLA may reasonably require as to the changed physical extent of the existing structures or to confirm the entire removal of those existing structures;

(d) where existing structures which are the subject of the works licence are not removed in their entirety, whether within or outside the limits of deviation of Work No. 4, the PLA must within 30 business days of receipt of the information referred to in sub-paragraph (c) issue a new licence to the holder of the works licence under this paragraph (9) to reflect—

(i) the physical changes to the existing structures (including any removals of the entirety of existing structures) that are the subject of the works licence; and

(ii) any changes to the conditions of the works licence the PLA considers necessary to reflect the physical changes and to meet the requirements of the 1968 Act and the PLA's duties under it;

(e) the holder of the works licence for the existing structures in questions shall have the right to appeal the conditions of any new licence issued by the PLA under sub-paragraph (1)(b) of section 69 (appeal to board of trade) of the 1968 Act;

(f) if within 28 days of the issue of the new licence no appeal has been made to the Department for Transport or, where an appeal has been made from the date that the appeal has been determined—

(i) the new licence (with any amendments directed by the Department for Transport) shall apply to the changed extent of the remaining existing structures;

(ii) the existing works licence shall be revoked;

(iii) the holder of the licence must comply with the conditions of the new licence; and

(iv) the 1968 Act shall apply to the existing structures and works authorised by the new licence; and

(g) the undertaker must compensate the holder of the works licence for any reasonable increase to the costs of that licence holder of complying with the conditions of the new works licence, compared to the costs of complying with the works licence that previously applied.

(10) The undertaker must pay the reasonable costs of the PLA in complying with sub-paragraph (7), (8) and (9)(d) and in connection with the PLA's reasonable costs in participating in any appeal under sub-paragraph (1)(b) of section 69 (appeal to board of trade) of the 1968 Act made in connection with a varied or new works licence issued under sub-paragraph (8) or (9), but not sub-paragraph (7).

(11) To the extent that any works licence granted by the PLA under section 66 (licensing of works) of the 1968 Act and still having effect immediately before this Order comes into force only includes within its scope existing structures within the limits of deviation of Work No. 4 which are required to be removed in their entirety as a result of the carrying out of Work No. 4—

(a) sub-paragraphs (9)(a) to (9)(c) shall apply in respect of those existing structures; and

(b) following the completion of the works to remove those existing structures in their entirety, the relevant works licence shall be extinguished so that such a licence shall no longer apply to those structures and the PLA must within 30 business days of receipt of the information referred to in sub-paragraph (9)(c) issue to the holder of the works licence notice of such extinguishment.

(12) Any existing structure within the limits of deviation for Work No. 4 and for which a works licence no longer subsists as a consequence of paragraph (1) may remain and subsist in the river Thames under the authority of, and subject to the terms of, this Order and the requirement to obtain a works licence under section 66 (licensing of works) of the 1968 Act does not apply to the structure.

(13) The PLA must not grant or vary—

(a) a river works licence under section 66 (licensing of works) of the 1968 Act; or

(b) a dredging licence under section 73 (licensing of dredging, etc.) of the 1968 Act; or

(c) if the Port of London Harbour Revision Order is made, a permit to moor under section 66A (permitting or mooring) of the 1968 Act;

licensing any works or dredging or permitting of mooring within—

(d) at any time, the limits of deviation for Work Nos. 4A or 4B; and

(e) within the area of dredging within the limits of deviation of Work No. 4C that is approved by the PLA under Part 5 of Schedule 12 from the date that such approval is given by the PLA;

without the consent of the undertaker such consent not to be unreasonably withheld or delayed and in any event such consent or refusal must be issued to the PLA no longer than 65 days from the date of the PLA notifying the undertaker that it has received an application for a river works licence under section 66 (licensing of works) of the 1968 Act, a dredging licence under section 73 (licensing of dredging, etc.) of the 1968 Act, or if the Port of London Harbour Revision Order is made, a mooring permit under section 66A (permitting of mooring) of the 1968 Act, to which this sub-paragraph applies.

(14) Paragraph (13) does not apply to the authorised navigational channel of the river Thames.

(15) Despite the provisions of section 66(1)(b) of the 1968 Act, the grant or variation by the PLA of a river works licence in relation to any part of the river Thames situated within the limits of deviation for Work No. 4 belonging to the PLA and in respect of which the undertaker has a proprietary interest is not, without the consent of the undertaker, to be deemed to confer on the holder of the licence such rights in, under or over the land as are necessary to enable the holder of the licence to enjoy the benefit of the licence.

(16) The undertaker must not unreasonably withhold or delay its consent under paragraph (13) or paragraph (15) but may require reasonable modifications to the proposed works or dredging or

mooring or impose reasonable conditions on them, and in considering whether to grant consent, require modifications or impose conditions the undertaker must have regard only to the matters mentioned in paragraph (17).

(17) The matters referred to in paragraph (16) are the prevention of significant interference with—

(a) the works comprising the authorised development within the limits of deviation for Work Nos. 4A or 4B or dredging within those limits of deviation;

(b) the area of dredging within the limits of deviation of Work No. 4C that is approved by the PLA under Part 5 of Schedule 12;

(c) access to and egress from those works or area of dredging; or

(d) the use of and access to and egress from any other existing structures within the Order limits.

(18) If the undertaker—

(a) in refusing consent under paragraph (13) necessitates the PLA having to refuse a licence application from a third party; or

(b) requires modification or imposes conditions under paragraph (16), which the PLA then places onto a licence granted to a third party;

section 69 of the 1968 Act (appeal to board of trade) does not apply to that refusal, modification or imposition of conditions.

(19) Any exclusion zone established pursuant to paragraph 17.1(a) of the PLA General Directions (or any equivalent provision in any replacement of those directions) within the Order limits, or established pursuant to paragraph 17.1(b) of PLA General Directions (or any equivalent provision in any replacement of those directions) in respect of an applicable vessel berthed at the jetty constructed as part of Work No. 4B, shall not apply to vessels, tugs or barges transiting to or from the Middleton Jetty or any structures constructed as part of Work No. 4B for—

(a) operational reasons to transit to or from vessels, mooring or berths within that exclusion zone;

(b) to undertake works or dredging consented by the PLA under the 1968 Act; or

(c) for navigational safety or emergency reasons.

(20) In this article "BPJS licence" means the licence referred to by paragraph (1).

Benefit of this Order

9.—(1) Subject to paragraphs (2) and (3) and article 10 (consent to transfer benefit of the Order), the provisions of this Order have effect solely for the benefit of the undertaker.

(2) In respect of Work No. 2, the provisions of the Order have effect for the benefit of the undertaker and REPL and RRRL.

(3) In respect of Work Nos. 1E(iv) to (vi), 2A(i) to (ii), and 3(c), the provisions of this Order have effect for the benefit of the undertaker and any company operating a relevant heat network as defined by section 216 (relevant heat network) of the Energy Act 2023(**a**).

Consent to transfer benefit of the Order

10.—(1) Except where paragraph (6) applies, the undertaker or, where relevant, the other parties listed in article 9 (benefit of this Order) may, with the consent of the Secretary of State—

(a) transfer to another person ("the transferee") all or any part of the benefit of the provisions of this Order (including any part of the authorised development but excluding the deemed marine licence referred to in paragraph (2) below) and such related statutory rights as may be agreed in writing between the undertaker and the transferee; or

(**a**) 2023 c. 52.

(b) grant to another person ("the lessee"), for a period agreed between the undertaker and the lessee, all or any part of the benefit of the provisions of this Order (including any part of the authorised development, but excluding the deemed marine licence referred to in paragraph (2) below) and such related statutory rights as may be agreed between the undertaker and the lessee.

(2) The undertaker may with the consent of the Secretary of State—

(a) where an agreement has been made in accordance with sub-paragraph (1)(a), transfer to the transferee the whole of the deemed marine licence and such related statutory rights as may be agreed between the undertaker and the transferee; or

(b) where an agreement has been made in accordance with sub-paragraph (1)(b), grant to the lessee the whole of the deemed marine licence and such related statutory rights as may be so agreed.

(3) The Secretary of State must consult the MMO before giving consent to the transfer or grant to another person of the whole or any part of the benefit of the provisions of a deemed marine licence and must consult the PLA before giving consent to the transfer or grant to another person of the whole or any part of the benefit of Work No. 4.

(4) Where an agreement has been made in accordance with paragraph (1), (2) or (6) references in this Order to the undertaker, except paragraph (5), include references to the transferee or the lessee.

(5) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (1) or (2) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(6) This paragraph applies where—

(a) the transferee or lessee holds a licence under section 6 (licences authorising supply, etc.) of the Electricity Act 1989(**a**);

(b) in respect of Work Nos. 1D and 4B only, the transferee or lessee holds a licence under section 7 (power to grant licences) of the Energy Act 2023(**b**);

(c) in relation to a transfer or lease of any works within a highway, the transferee or lessee is a highway authority responsible for the highways within the Order limits; or

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

(i) no such claims have been made;

(ii) any such claims that have been made have all been compromised or withdrawn;

(iii) compensation has been paid in final settlement of any claims made;

(iv) payment of compensation into court in lieu of settlement of all such claims has taken place; or

(v) it has been determined by a tribunal or court of competent jurisdiction in respect of all claims that no compensation is payable.

(7) Where paragraph (6) applies, the undertaker, or, where relevant, the other parties listed in article 9, must notify the Secretary of State in writing before transferring or granting all or any part of the benefit of the provisions of this Order and such related statutory rights referred to in paragraph (1) but such transfer does not require the Secretary of State's consent.

(8) The notification referred to in paragraph (7) must state—

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

(b) subject to paragraph (9), the date on which the transfer will take effect;

(c) the powers to be transferred or granted;

(**a**) 1989 c. 29.
(**b**) 2023 c. 52.

(d) pursuant to paragraph (5), the restrictions, liabilities and obligations that will apply to the person exercising the powers transferred or granted; and

(e) where relevant, a plan showing the works or areas to which the transfer or grant relates.

(9) The date specified under paragraph (8)(b) must not be earlier than the expiry of five business days from the date of the receipt of the notice.

(10) The notice given under paragraph (7) 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.

(11) The undertaker must, within 10 business days after entering into an agreement under paragraph (1), (2) or (6) in relation to which any of the benefit of the deemed marine licence or Work No. 4 is to be transferred to another party, notify the Environment Agency, the PLA, and the MMO in writing, and the notice must include particulars of the other party to the agreement under paragraph (1), (2) or (6) and details of the extent, nature and scope of the functions to be transferred or otherwise dealt with which relate to the functions of any of those bodies.

Guarantees in respect of payment of compensation

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

(a) a guarantee, the form and the amount of that guarantee approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2); or

(b) an alternative form of security, the form and amount of that security approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2).

(2) The provisions are—

(a) article 28 (compulsory acquisition of land);

(b) article 30 (compulsory acquisition of rights);

(c) article 32 (private rights);

(d) article 37 (temporary use of land for carrying out the authorised development);

(e) article 38 (temporary use of land for maintaining the authorised development); and

(f) article 39 (statutory undertakers).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2) is to be treated as enforceable against the guarantor or person providing the alternative form of security by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

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

Streets

Application of the permit scheme

12.—(1) The permit scheme must, in relation to streets which are subject to the permit scheme, be used by the undertaker in connection with works sought to be undertaken pursuant to the exercise of the following powers, or in the exercise of such powers—

(a) article 13 (street works);

(b) article 14 (power to alter layout, etc., of streets);

(c) article 18(1)(b) (access to the authorised development); and

(d) article 20 (traffic regulation measures).

(2) Where paragraph (1) applies—

(a) a permit application in relation to those works may not be refused or granted under the permit scheme subject to conditions which relate to the imposition of moratoria; and

(b) a permit in relation to those works may not be granted subject to conditions where compliance with those conditions would constitute a breach of this Order, the terms of any consent, agreement or approval granted under the terms of this Order, or where the undertaker would be unable to comply with those conditions pursuant to the powers conferred by this Order.

(3) References to moratoria in paragraph (2) mean restrictions imposed under section 58 (restrictions on works following substantial road works) or section 58A (restrictions on works following substantial street works) of the 1991 Act.

(4) Without restricting the undertaker's recourse to any alternative appeal mechanism which may be available under the permit scheme, the undertaker may appeal any decision to refuse to grant a permit or to grant a permit subject to conditions pursuant to the permit scheme in accordance with the mechanism set out in Schedule 14 of this Order.

Street works

13.—(1) The undertaker may, for the purposes of the authorised development, enter on so much of any of the street specified in Schedule 4 (streets subject to street works) and may—

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

(b) drill, tunnel or bore under the street;

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

(d) maintain apparatus in or under the street, change its position or remove it; and

(e) execute any works required for or incidental to any works referred to in sub-paragraph (a), (b), (c) or (d).

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

(3) Where the undertaker is not the street authority, the provisions of sections 54 to 106 of the 1991 Act apply to any street works carried out under paragraph (1).

Power to alter layout, etc., of streets

14.—(1) The undertaker may, for the purposes of the authorised development, temporarily or permanently alter the layout of or construct any works in the street as specified in column (2) of Part 1 (permanent or temporary alteration of layout) of Schedule 5 (streets subject to permanent or temporary alteration of layout) in the manner specified in relation to that street in column (3) of that Part of that Schedule.

(2) Without prejudice to the specific powers conferred by paragraph (1), but subject to paragraphs (3) and (4), the undertaker may, for the purposes of the authorised development alter the layout of any street within the Order limits and, without limiting the scope of this paragraph—

(a) temporarily or permanently alter the layout of or construct any works in the street as specified in column (2) of Part 2 (permanent or temporary alteration of layout) of Schedule 5 (streets subject to permanent or temporary alteration of layout) in the manner specified in relation to that street in column (3) of that Part of that Schedule;

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

(c) alter, remove, modify and restore street furniture;

(d) trim vegetation in the street; and

(e) make and maintain passing places.

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

(4) The powers conferred by paragraphs (1) and (2) must not be exercised without the consent of the street authority.

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

Permanent stopping up of specified street and private means of access

15.—(1) Subject to the provisions of this article, the undertaker may, in connection with the construction of the authorised development, permanently stop up—

(a) the street shown on the access and rights of way plan and specified in column (3) of Part 1 (street to be permanently stopped up for which a substitute is to be provided) of Schedule 6 (permanent stopping up of street and private means of access and provision of new street and private means of access); and

(b) the private means of access shown on the access and rights of way plan and specified in column (3) of Part 2 (private means of access to be permanently stopped up for which a substitute is to be provided) of Schedule 6 (permanent stopping up of street and private means of access and provision of new street and private means of access).

(2) The street in column (3) of Part 1 (street to be permanently stopped up for which a substitute is to be provided) of Schedule 6 (permanent stopping up of street and private means of access and provision of new street and private means of access) must not be permanently stopped up unless the new street to be constructed and substituted for it, which is specified in column (4) of Part 1 (street to be permanently stopped up for which a substitute is to be provided) of Schedule 6 (permanent stopping up of street and private means of access and provision of new street and private means of access) is open for use.

(3) The private means of access shown on the access and rights of way plan and specified in column (3) of Part 2 (private means of access to be permanently stopped up for which a substitute is to be provided) of Schedule 6 (permanent stopping up of street and private means of access and provision of new street and private means of access) must not be permanently stopped up unless the new private means of access to be constructed and substituted for it, which is specified in column (4) of Part 2 (private means of access to be permanently stopped up for which a substitute is to be provided) of Schedule 6 (permanent stopping up of street and private means of access and provision of new street and private means of access) is open for use.

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

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

(b) the undertaker may appropriate and use for the purposes of the authorised development so much of the side of the street or private means of access as is bounded on both sides by land owned by the undertaker.

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

(6) This article is subject to article 40 (apparatus and rights of statutory undertakers in stopped up streets).

Temporary prohibition or restriction of use of streets, private means of access and public rights of way and authorising vehicular use on public rights of way

16.—(1) The undertaker may for the purposes of the authorised development, temporarily alter, divert, prohibit the use of or restrict the use of any street or public right of way and may for any reasonable time—

(a) divert the traffic from the street or public right of way; and

(b) subject to paragraph (3), prevent all persons or traffic from passing along the street or public right of way.

(2) Without prejudice to the scope of paragraph (1), the undertaker may use any street or public right of way where the use has been prohibited or restricted under the powers conferred by this article and within the Order limits as a temporary working site.

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

(4) Without prejudice to the generality of paragraph (1), the undertaker may—

(a) temporarily alter, divert, prohibit the use of or restrict the use of the streets or public rights of way specified in columns (1) and (2) of Part 1 (temporary alteration, prohibition, diversion or restriction of the use of streets and public rights of way) of Schedule 7 (temporary alteration, prohibition, diversion or restriction of the use of streets and public rights of way and authorising vehicular use on public rights of way) to the extent specified in column (3) of that Schedule; and

(b) authorise the temporary use of motor vehicles on the public rights of way specified in column (2) of the table in Part 2 (temporary use of motor vehicles on public right of way) of Schedule 7 (temporary alteration, prohibition, diversion or restriction of the use of streets and public rights of way and authorising vehicular use on public rights of way) to the extent specified in column 3 of that table.

(5) Paragraph (4)(b), and any authorisation given by the undertaker under it constitutes lawful authority for the purposes of section 34 (prohibition on driving mechanically propelled vehicles elsewhere than on roads) of the Road Traffic Act 1988(**a**).

(6) The undertaker must not temporarily alter, divert, prohibit the use of or restrict the use of—

(a) any public right of way specified in paragraph (4) without—

(i) in relation to the construction of the authorised development only, a code of construction practice for the phase of the authorised development in which the public right of way is situated first having been approved under requirement 7 (code of construction practice); and

(ii) in relation to the decommissioning of the authorised development only, a decommissioning environmental management plan for the phase of the authorised development in which the public right of way is situated first having been approved under requirement 23 (decommissioning environmental management plan); and

(b) any other street without the consent of the street authority.

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

(8) In this article expressions used in this article and in the 1984 Act have the same meaning.

Permanent closure and diversion of, and creation of new public rights of way and authorising vehicular use on public rights of way

17.—(1) Subject to paragraph (2) the undertaker may, for the purposes of the authorised development, permanently stop up public footpath 2 within the London Borough of Bexley between the points L and H on the access and rights of way plan.

(2) The undertaker must not permanently stop up the public right of way referred to in paragraph (1) until—

(a) the relevant highway authority has agreed the route for a substitute footpath between points H and L on the access and rights of way plan;

(**a**) 1988 c. 52.

(b) the landscape, biodiversity, access and recreation delivery strategy which relates to the land on which the substitute public rights of way is to be provided has been approved under requirement 12 (landscape, biodiversity, access and recreation delivery strategy); and

(c) the undertaker has provided a substitute public right of way along the route agreed by the relevant highway authority under sub-paragraph (a).

(3) The undertaker may, in connection with the authorised development, construct new public footpaths—

(a) between points B and D on the access and rights of way plan; and

(b) between points L and M on the access and rights of way plan.

(4) The undertaker must not exercise the powers in paragraph (3) until the landscape, biodiversity, access and recreation delivery strategy which relates to the land on which the substitute public rights of way is to be provided has been approved under requirement 12 (landscape, biodiversity, access and recreation delivery strategy).

(5) The undertaker may authorise the use of motor vehicles on—

(a) the current route of footpath 2 between points H and L on the access and rights of way plan;

(b) the diverted route of footpath 2 between points H and L on the access and rights of way plan created under paragraph (2);

(c) any public footpath created under paragraph (3);

(d) footpath 1 in the London Borough of Bexley between points M and S on the access and rights of way plan;

(e) footpath 2 in the London Borough of Bexley between points H and S and between points R and H on the access and rights of way plan;

(f) footpath 3 in the London Borough of Bexley between points A and T on the access and rights of way plan; and

(g) footpath 4 in the London Borough of Bexley between points C and F on the access and rights of way plan.

(6) Paragraph (5), and any authorisation given by the undertaker under it constitutes lawful authority for the purposes of section 34 (prohibition on driving mechanically propelled vehicles elsewhere than on roads) of the Road Traffic Act 1988.

(7) Following the opening for public use of a public right of way that has been constructed, permanently altered or permanently diverted under the powers conferred by this Order, the undertaker must supply the surveying authority with plans showing that public right of way as constructed, permanently altered or permanently diverted together with a statement of the modifications required to the definitive map and statement.

(8) The plans and statement of modifications to the definitive statement referred to in paragraph (7) are deemed to be an order modifying the definitive map and statement made under section 53(3)(a)(**a**) (duty to keep definitive map and statement under continuous review) of the Wildlife and Countryside Act 1981.

(9) In this article—

(a) "definitive map and statement" has the meaning given to it by section 53(1) (duty to keep definitive map and statement under continuous review) of the Wildlife and Countryside Act 1981; and

(b) "surveying authority" has the meaning given to it by section 66(1) (interpretation of Part III)(**b**) of the Wildlife and Countryside Act 1981.

(**a**) Section 53 was amended by Schedule 5 to the Countryside and Rights of Way Act 2000 (c. 37) and by section 70(1) of the Natural Environment and Rural Communities Act 2006 (c. 16).

(**b**) Section 66 was amended by sections 1, 2 and 7 of, and paragraph 7(6) of Schedule 3 to, the Local Government Act 1985. There are other amendments to this section that are not relevant to this Order.

Access to the authorised development

18.—(1) The undertaker may for the purposes of the authorised development—

(a) with the approval of the highway authority, form and layout temporary and permanent means of access from Norman Road in the London Borough of Bexley between the points E and K on the access and rights of way plan; and

(b) with the approval of the highway authority, form and lay out such other means of access or improve the existing means of access, at such locations as the undertaker reasonably requires for the purposes of the authorised development, including from Norman Road in the London Borough of Bexley between points K and O on the access and rights of way plan.

(2) The undertaker may for the purposes of the authorised development—

(a) utilise the temporary or permanent means of access from the public highway constructed under the REP Order; and

(b) utilise the temporary means of access from the public highway constructed under the REP Order as permanent means of access for the authorised development.

(3) Prior to the commissioning of Work No. 1, the undertaker must notify the relevant planning authority and the relevant highway authority if it intends to utilise the power in paragraph (2)(b).

(4) Where paragraph (2) applies, the REP Order undertaker shall not be required to—

(a) remove temporary accesses from the public highway created under the REP Order that are being utilised during the construction of the authorised development or, after construction, are to be used as permanent means of access by the undertaker; or

(b) restore any alterations to the layout to streets that were undertaken to facilitate the creation of temporary access from the public highway under the REP Order that are being utilised during the construction of the authorised development or, after construction are to be used as permanent means of access by the undertaker; and

(c) it shall not be considered to be a breach of the terms of the REP Order if such temporary accesses are not removed and alterations to streets are not restored.

(5) For the purposes of this article "the REP Order undertaker" means the undertaker as defined by article 2 (interpretation) of the REP Order.

Agreements with street authorities

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

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

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

(c) the maintenance of any street or the structure of any bridge or tunnel carrying a street over or under the authorised development;

(d) any alteration, diversion, prohibition or restriction in the use of a street authorised by this Order;

(e) the construction in the street of any of the authorised development; or

(f) any such works as the parties may agree.

(2) Such an agreement may, without prejudice to the generality of paragraph (1)—

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

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

(c) contain such terms as to payment and otherwise as the parties consider appropriate.

Traffic regulation measures

20.—(1) Subject to the provisions of this article the undertaker may at any time, in the interests of safety and for the purposes of or in connection with the authorised development—

(a) make provision in respect of the length of Norman Road in the London Borough of Bexley hatched red and black between points A and B on the traffic regulation measures plan, and the length of the A2016 Picardy Manorway in the London Borough of Bexley hatched red and black between points B and C on the traffic regulation measures plan, imposing a temporary speed limit of 10 miles per hour;

(b) make provision in respect of the length of Norman Road in the London Borough of Bexley hatched red and black between points A and B on the traffic regulation measures plan, and the length of A2016 Picardy Manorway in the London Borough of Bexley hatched red and black between points B and D on the traffic regulation measures plan temporarily closing the road;

(c) put in place temporary pedestrian crossings at any point on the length of Norman Road in the London Borough of Bexley hatched red and black between points A and B on the traffic regulation measures plan, and the length of A2016 Picardy Manorway in the London Borough of Bexley hatched red and black between points B and D on the traffic regulation measures plan; and

(d) temporarily place traffic signs and signals in and adjacent to the extents of Norman Road in the London Borough of Bexley hatched red and black between points A and B on the traffic regulation measures plan, and the extents of A2016 Picardy Manorway in the London Borough of Bexley hatched red and black between points B and D on the traffic regulation measures plan, and the placing of those traffic signs and signals is deemed to have been permitted by the traffic authority for the purposes of section 65 of the 1984 Act and the Traffic Signs Regulations and General Directions 2016(**a**), including, notwithstanding article 4 (development consent granted by the Order), locations outside of the Order limits.

(2) Subject to the provisions of this article and without limitation to the exercise of the power conferred by paragraph (1), the undertaker may make temporary provision for the purposes of the authorised development—

(a) as to the speed at which vehicles may proceed along any road;

(b) permitting, prohibiting or restricting the stopping, waiting, loading or unloading of vehicles on any road;

(c) as to the prescribed routes for vehicular traffic or the direction or priority of vehicular traffic on any road;

(d) permitting, prohibiting or restricting the use by vehicular traffic or non-vehicular traffic of any road;

(e) suspending or amending in whole or in part any order made, or having effect as if made, under the 1984 Act; and

(f) temporarily place traffic signs and signals in or adjacent to a street and the placing of those traffic signs and signals is deemed to have been permitted by the traffic authority for the purposes of section 65 of the 1984 Act and the Traffic Signs Regulations and General Directions 2016(**b**), including, notwithstanding article 4 (development consent granted by the Order), locations outside of the Order limits.

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

(4) Before exercising the power conferred by paragraph (2) the undertaker must—

(**a**) S.I. 2016/362.
(**b**) S.I. 2016/362.
(**c**) S.I. 2011/935.

(a) consult with the chief officer of police in whose area the road is situated; and

(b) obtain the written consent of the traffic authority.

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

(a) given not less than 4 weeks' notice in writing of its intention to do so to the traffic authority in whose area the road is situated;

(b) not less than 7 days before the provision is to take effect, published the undertaker's intention to make the provision in one or more newspaper circulating in the area in which any road to which the provision relates is situated; and

(c) either—

(i) in relation to the construction of the authorised development only, have first obtained approval under requirement 9 (construction traffic management plan) for a construction traffic management plan for the part of the authorised development in relation to which the power conferred by paragraph (1) or (2) is sought to be utilised; or

(ii) in relation to the decommissioning of the authorised development only, have first obtained approval under requirement 24 (decommissioning environmental management plan) for a decommissioning environmental management plan for the part of the authorised development in relation to which the power conferred by paragraph (1) or (2) is sought to be utilised.

(6) Any provision made under the powers conferred by paragraph (1) or (2) of this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraph (1) or (2).

(7) Any provision made by the undertaker under paragraph (1) or (2)—

(a) must be made by written instrument in such form as the undertaker considers appropriate;

(b) has effect as if duly made by the traffic authority in whose area the road is situated as a traffic regulation order under the 1984 Act and the instrument by which it is effected may specify specific savings and exemptions to which the provision is subject; and

(c) is 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(**a**).

(8) In this article—

(a) subject to sub-paragraph (b), expressions used in this article and in the 1984 Act have the same meaning; and

(b) a "road" means a road that is a public highway maintained by and at the expense of the traffic authority.

Supplementary powers

Discharge of water

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

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

(**a**) 2004 c. 18. There are amendments to this Act not relevant to this Order.

(**b**) 1991 c. 56. Section 106 was amended by sections 43(2) and 35(8)(a) of and paragraph 1 of Schedule 2 to, the Competition and Service (Utilities) Act 1992 (c. 43) and sections 99(2), (4), (5)(a), (5)(b), (5)(c) and 36(2) of the Water Act 2003 (c. 37).

(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, whose consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld or delayed.

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

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

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

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

(6) Nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) of the Environmental Permitting (England and Wales) Regulations 2016.

(7) In this article—

(a) "public sewer or drain" means a sewer or drain which belongs to Homes England, the Environment Agency, a harbour authority within the meaning of section 57 (interpretation) of the Harbours Act 1964(**a**), an internal drainage board, a joint planning board, a local authority, a National Park Authority, a sewerage undertaker or an urban development corporation; and

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

Authority to survey and investigate the land

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

(a) survey or investigate the land;

(b) without limitation to the generality 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 subsoil and remove soil samples;

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

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

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

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

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

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

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

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

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

but such consent must not be unreasonably withheld or delayed.

(**a**) 1964 c. 40.
(**b**) 1991 c. 57, as amended by S.I. 2009/3104.

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

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

Protective works to buildings

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

(2) Protective works may be carried out—

(a) at any time before or during the construction of any part of the authorised development in the vicinity of the building or structure; 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 5 years beginning with the date of final commissioning.

(3) For the purpose of determining how the powers under this article are to be exercised the undertaker may enter and survey any building or structure falling within paragraph (1) and any land within its curtilage.

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

(a) enter the building or structure 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) within the Order limits.

(5) Before exercising—

(a) a power under paragraph (1) to carry out protective works under this article to a building or structure;

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

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

(d) a power under paragraph (4)(b) to enter and take possession of land,

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

(6) Where a notice is served under paragraph (5)(a), (5)(c) or (5)(d), the owner or occupier of the building, structure or land concerned may, by serving a counter-notice within the period of 7 days beginning with the day on which the notice was served, require the question of whether it is necessary or expedient to carry out the protective works or to enter the building, structure or land to be referred to arbitration under article 49 (arbitration).

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

(**a**) The functions of the Lands Tribunal under the 1961 Act are transferred to the Upper Tribunal under the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(8) Where—

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

(b) within 5 years beginning with the date of final commissioning for that part of the authorised development in the vicinity of the building or structure it appears that the protective works are inadequate to protect the building or structure against damage caused by the construction, operation or maintenance of that part of the authorised development,

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

(9) Nothing in this article relieves the undertaker from any liability to pay compensation under section 10(2) (compensation for injurious affection) of the 1965 Act.

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

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

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

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

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

Felling or lopping of trees

24.—(1) The undertaker may fell or lop any tree or shrub not subject to a tree preservation order within or overhanging land within the Order limits, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub—

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

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

(c) from obstructing or interfering with the passage of construction vehicles to the extent necessary for the purposes of construction of 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.

Works in the river Thames: conditions

25.—(1) Subject to the provisions of this article, during the construction of the authorised development the public right of navigation over any part of the river Thames that is situated within the Order limits may be temporarily suspended by the undertaker with the written approval of the PLA.

(2) Not later than 28 business days prior to the proposed commencement date of any suspension of the public right of navigation, the undertaker must apply to the PLA for approval under paragraph (1) for such suspension (except in the case of an emergency when the undertaker must give such notice as is reasonably practicable).

(3) An application for approval under paragraph (2) must provide details of the proposed suspension, including particulars of—

(a) its commencement date;

(b) its duration; and

(c) the affected area,

and must include an explanation of the need for the proposed suspension.

(4) The PLA may in relation to any application for approval made under paragraph (2) impose reasonable conditions for any purpose described in paragraph (5).

(5) Conditions imposed under paragraph (4) may include conditions as to—

(a) the limits of any area subject to a temporary suspension of the public right of navigation;

(b) the duration of any temporary suspension;

(c) the means of marking or otherwise providing warning in the river Thames of any area affected by a temporary suspension of the public right of navigation; and

(d) the use by the undertaker of the area subject to any temporary suspension so as not to interfere with any other part of the river Thames or affect its use.

(6) Following an approval of any suspension given by the PLA under this article or determined in accordance with article 49 (arbitration), the PLA must issue a notice to mariners within 12 business days of the approval, giving the commencement date and other particulars of the suspension to which the approval relates, and that suspension will take effect on the date specified and as otherwise described in the notice.

(7) Subject to paragraph (8), an application for approval under this article is deemed to have been refused if it is neither given nor refused within 28 business days of the PLA receiving the application under paragraph (2).

(8) An approval of the PLA under this article is not deemed to have been unreasonably withheld or delayed, if approval within the time limited by paragraph (7) has not been given pending the outcome of any consultation on the approval in question that the PLA is obliged to carry out in the proper exercise of its functions.

(9) Notwithstanding sub-paragraphs (1) to (8), construction of the authorised development must be carried out so that—

(a) the suspension of the public right of navigation applies to no more of the river than is necessary in the circumstances;

(b) all reasonable steps are taken to secure that the period of suspension is kept to a minimum; and

(c) that the minimum obstruction, delay or interference is caused to vessels or craft which may be using or intending to use the part where the public right of navigation is so suspended.

(10) Except in the case of an emergency, the undertaker must notify the owner of any mooring and the owner or master of any vessel or structure likely to be materially affected by any proposal to exercise the powers conferred by this Order at least 35 days before the exercise of those powers.

(11) If—

(a) by reason of the exercise of the powers conferred by this Order it is reasonably necessary for the owner of any mooring to incur costs in temporarily or permanently altering, removing, re-siting, repositioning or reinstating that mooring, or laying down and removing substituted moorings or buoys, or carrying out dredging operations for any such purpose, not being costs which it would have incurred for any other reason; and

(b) the owner of the mooring in question gives to the undertaker not less than 28 days' notice of its intention to incur such costs, and acting reasonably takes into account any representations which the undertaker may make in response to the notice within 14 days of the receipt of the notice,

the undertaker must pay the costs reasonably so incurred by the owner of that mooring.

(12) A person may not without the consent in writing of the undertaker (which may be given subject to conditions)—

(a) use, for the purpose of landing or embarking persons or landing or loading goods from or into any vessel, any work constructed or used in connection with the authorised development; or

(b) remove, move or otherwise interfere with any work, machinery, apparatus, tools or other things in use or intended for use in constructing the authorised development.

Oversailing rights

26.—(1) Subject to the provisions of this article, the undertaker may, in connection with the construction, operation, maintenance or decommissioning of the authorised development, oversail any booms, cranes and similar or associated plant or machinery over land within, or adjacent to, the Order limits (whether or not such adjacent land is inside or outside the Order limits).

(2) At least 14 days before oversailing any land that is not within the Order limits, the undertaker must serve notice of the intended oversailing on the owners and occupiers of the land and such notice must set out—

(a) the proposed duration of the oversailing;

(b) the proposed hours of use of the equipment that is intended to oversail the land; and

(c) a map of the location of the works which require the oversail, including the area of oversail.

(3) No oversailing of any land that is within the highway may take place until—

(a) in relation to the construction of the authorised development only, a code of construction practice for the part of the authorised development for which the oversailing is required first having been approved under requirement 7 (code of construction practice); and

(b) in relation to the decommissioning of the authorised development only, a decommissioning environmental management plan for the phase of the authorised development for which the oversailing is required first having been approved under requirement 23 (decommissioning environmental management plan).

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

Power to dredge

27.—(1) The undertaker may dredge, deepen, scour, cleanse, alter and improve the river bed and foreshore within any part of the limits of deviation for Work No. 4 as may be required for the purpose of maintaining and operating the authorised development.

(2) All materials dredged up or removed by the undertaker in exercise of the powers of paragraph (1) of this article or under Schedule 1 (authorised development) to this Order (other than a wreck within the meaning of Part 9 (salvage and wreck) of the Merchant Shipping Act 1995(**a**)) are to be the property of the undertaker and may be used, sold, deposited or otherwise disposed of as the undertaker thinks fit.

(3) No materials dredged under the powers of this Order may be disposed of in the UK marine area except in accordance with an approval from—

(a) the MMO under the deemed marine licence in Schedule 11 (deemed marine licence); and

(b) the PLA under Part 5 of Schedule 12 (protective provisions) where such disposal is on the bed of the river Thames.

(**a**) 1995 c. 21.

(4) The exercise of the powers of this article is subject to the requirements of Part 5 of Schedule 12 (protective provisions) as to the PLA's approval of dredging proposals and the payment of compensation for dredged material.

(5) In respect of any activities falling within paragraph (1), this Order is deemed to be legislation falling within section 75(3) (exemptions for certain dredging etc. activities) of the 2009 Act.

PART 3

POWERS OF ACQUISITION AND POSSESSION OF LAND

Powers of acquisition

Compulsory acquisition of land

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

(2) This article is subject to article 30 (compulsory acquisition of rights), article 31 (acquisition of subsoil or airspace only) and article 37 (temporary use of land for carrying out the authorised development).

Time limit for exercise of authority to acquire land compulsorily

29.—(1) After the end of the period of seven years beginning on the day on which this Order comes into force—

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

(b) no declaration may be executed under section 4 (execution of declaration) of the 1981 as applied by article 34 (application of the 1981 Act).

(2) The authority conferred by article 37 (temporary use of land for carrying out the authorised development) must cease at the end of the period referred to in paragraph (1), 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.

Compulsory acquisition of rights

30.—(1) Subject to paragraph (2) the undertaker may acquire compulsorily such rights over, or impose such restrictive covenants affecting the Order land as may be required for any purpose for which that land may be acquired under article 28 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) In the case of the Order land specified in column (1) of the table in Schedule 8 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of existing rights and the benefit of restrictive covenants over land and the creation and acquisition of such new rights and the imposition of such new restrictive covenants as are specified in column (2) of the table in that Schedule.

(3) Subject to section 8 (other provisions as to divided land) of the 1965 Act, schedule 2A (counter-notice requiring purchase of land not in notice to treat) (as substituted by paragraph 5(8) of Schedule 9 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictive covenants)) and section 12 (divided land) of the 1981 Act, where the undertaker creates or acquires a right over land or the benefit of a restrictive covenant, under paragraph (1) or (2), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 9 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictive covenants) 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 the imposition of restrictive covenants under paragraph (1) or (2) is required for the purposes of diverting, replacing or protecting the apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to create and acquire such rights or impose such restrictive covenants to the statutory undertaker in question.

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

(7) The Secretary of State's consent under paragraph (5) is not required for those statutory undertakers referenced in article 9 (benefit of this Order).

(8) Subject to the modifications set out in Schedule 9 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictive covenants) the enactments for the time being in force with respect to compensation for the compulsory purchase of land are to apply in the case of a compulsory acquisition under this Order in respect of a right by the creation of a new right or imposition of a restrictive covenant as they apply to the compulsory purchase of land and interests in land.

Acquisition of subsoil or airspace only

31.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of or the airspace over the land referred to in article 28(1) (compulsory acquisition of land) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of or the airspace over 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 (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act;

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

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

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

Private rights

32.—(1) Subject to the provisions of this article, all private rights and 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) (power of entry) of the 1965 Act,

whichever is the earliest.

(2) Subject to the provisions of this article, all private rights and restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under this Order are suspended and unenforceable or, where the owner of such rights or the person have the benefit of such restrictive covenants is notified by the undertaker, extinguished, in so far as the

continuance of the right or the burden of the restrictive covenant would be inconsistent with the exercise of the right or burden of the restrictive covenant—

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

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

whichever is the earliest.

(3) Subject to the provisions of this article, all private rights and restrictive covenants over land owned by the undertaker within the Order limits are extinguished on commencement of any activity authorised by this Order which interferes with or breaches such rights.

(4) 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 and so far as their continuance would be inconsistent with the exercise of the temporary possession of that land.

(5) Any person who suffers loss by the extinguishment or suspension of any private right or the imposition of a restrictive covenant under this Order is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) Regardless of any other provision in this Order or anything shown on the land plans or contained in the book of reference—

(a) this article does not apply in relation to any right or apparatus to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 39 (statutory undertakers) applies; and

(b) paragraph (1) of this article does not apply to any contractual rights, private rights and restrictive covenants owned or held by the undertaker, REPL, RRRL or WRWA unless otherwise agreed by those parties, such agreement not to be unreasonably withheld or delayed by those parties, acting in good faith and having regard to the ability of the undertaker to construct the authorised development in a timely and cost-effective manner.

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

(a) any notice given by the undertaker before—

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

(ii) the undertaker's appropriation of it;

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

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

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

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

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

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

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

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

(9) References in this article to private rights over land include any right of way, 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

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

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

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

(2) 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 or advantage annexed to land and adversely affecting other land, including any natural right to support; and include restrictions as to the user of land arising by the virtue of a contract.

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

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

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

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

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

(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.

(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) of this article.

Application of the 1981 Act

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

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

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

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

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

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

(6) 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), the three year period mentioned in section 5A" substitute "section 118 (legal challenges relating to applications for orders granting development consent) of the 2008 Act, the seven year period

---

(**a**) Inserted by section 182(2) of the Housing and Planning Act 2016.
(**b**) Inserted by section 202(2) of the Housing and Planning Act 2016.

mentioned in article 29 (time limit for exercise of authority to acquire land compulsorily) of the Cory Decarbonisation Project Order 2025".

(7) In section 6 (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".

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

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

> "(2) But see article 31 (acquisition of subsoil or airspace only) of the Cory Decarbonisation Project Order 2025, which excludes the acquisition of subsoil or airspace only from this Schedule.".

(10) References to the 1965 Act in the 1981 Act must be construed as references to that Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (as modified by article 35 (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

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

(2) In section 4A(1)(**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), the three year period mentioned in section 4" substitute "section 118 (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008, the seven year period mentioned in article 29 (time limit for exercise of authority to acquire land compulsorily) of the Cory Decarbonisation Project Order 2025".

(3) In section 11A(**c**) (powers of entry: further notices 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 section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for "section 4 of this Act" substitute "article 29 (time limit for exercise of authority to acquire land compulsorily) of the Cory Decarbonisation Project Order 2025".

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

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

> "(2) But see article 31(3) (acquisition of subsoil or airspace only) of the Cory Decarbonisation Project Order 2025, which excludes the acquisition of subsoil or airspace only from this Schedule."; and

(b) after paragraph 29 insert—

(**a**) Inserted by paragraph 6 of Schedule 18 to the Housing and Planning Act 2016.
(**b**) Inserted by section 202(1) of the Housing and Planning Act 2016.
(**c**) Inserted by section 186(3) of the Housing and Planning Act 2016.
(**d**) Inserted by schedule 17(1) paragraph 3 of the Housing and Planning Act 2016.

“PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 23 (protective works to buildings) or article 37 (temporary use of land for carrying out the authorised development) or article 38 (temporary use of land for maintaining the authorised development) of the Cory Decarbonisation Project Order 2025.”

Rights under or over streets

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

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

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

(a) any subway or underground building; or

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

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

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

Temporary possession of land

Temporary use of land for carrying out the authorised development

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

(a) enter on and take temporary possession of—

(i) so much of the land specified in columns (1) of the table in Schedule 10 (land of which temporary possession may be taken) for the purposes specified in relation to that land in column (2) of the table in that Schedule;

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

(b) remove any buildings, fences, debris and vegetation from that land;

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

(d) construct any works, including mitigation works, as are mentioned in Schedule 1 (authorised development).

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

(a) in the case of land specified in paragraph (1)(a)(i), after the end of the period of one year beginning with the date of final commissioning of the authorised development; 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 final commissioning of the authorised development unless the undertaker has, before the end of that period, served notice of entry under section 11 (powers of entry) of the 1965 Act or made a declaration under section 4 (execution of declaration) of the 1981 Act or has otherwise acquired the land subject to temporary possession.

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

(a) replace a building or any debris removed under this article;

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

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

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

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

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

(7) Nothing in this article affects any liability to pay compensation under section 10(2) (further provisions as to compensation for injurious affection) of the 1965 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (5).

(8) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i).

(9) Nothing in this article precludes the undertaker from—

(a) creating and acquiring new rights over any part of the Order land identified in Schedule 8 (land in which only new rights etc. may be acquired) under article 30 (compulsory acquisition of rights); or

(b) acquiring any right in the subsoil or the airspace of any part of the Order land under article 31 (acquisition of subsoil or airspace only) or the subsoil of any part of the Order limits under article 36 (rights under or over streets).

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

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

(12) Nothing in this article prevents the taking of temporary possession more than once in relation to any land specified in Schedule 10 (land of which temporary possession may be taken).

Temporary use of land for maintaining the authorised development

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

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

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

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

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

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

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

(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.

(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 powers 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) Nothing in this article affects any liability to pay compensation under section 10(2) (further provisions as to compensation for injurious affection) of the 1965 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) Where the undertaker takes possession of land under this article, the undertaker is not to be required to acquire the land or any interest in it.

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

(11) In this article "the maintenance period" means the period of five years beginning with the date of final commissioning.

Supplementary

Statutory undertakers

39. Subject to the provisions of article 30(2) (compulsory acquisition of rights) and Schedule 12 (protective provisions), the undertaker may—

(a) exercise the powers conferred by article 28 (compulsory acquisition of land) and article 31 (acquisition of subsoil or airspace only) in relation to so much of the Order land as belongs to statutory undertakers;

(b) extinguish or suspend the rights of or restrictive covenants for the benefit of, and remove or reposition the apparatus belonging to, statutory undertakers on, under, over or within the Order land.

Apparatus and rights of statutory undertakers in stopped up streets

40. Where a street is altered or diverted or its use is temporarily prohibited or restricted under article 13 (street works), article 14 (power to alter layout, etc., of streets), or article 16 (temporary prohibition or restriction of use of streets, private means of access and public rights of way and authorising vehicular use on public rights of way) any statutory undertaker whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to Schedule 12 (protective provisions), as if this Order had not been made.

Recovery of costs of new connections

41.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 39 (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 39 (statutory undertakers) any person who is—

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

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

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

(3) This article does not have effect in relation to apparatus to which article 40 (apparatus and rights of statutory undertakers in stopped up streets) or 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" has the same meaning as in the 1980 Act.

PART 4

MISCELLANEOUS AND GENERAL

Deemed marine licence

42.—(1) The marine licence set out in Schedule 11 (deemed marine licence) is deemed to have been issued under Part 4 of the 2009 Act (marine licensing) for the licensed activities set out in Part 2, and subject to the condition set out in Part 3, of the licence.

(2) Any decision made by the MMO under conditions 29(2)(b) and 2629(2)(c) of Schedule 11 (deemed marine licence) is deemed to be a decision able to be appealed under the Marine Licensing (Licence Application Appeals) Regulations 2011(**b**).

(**a**) 2003 c. 21. Section 151(1) was amended by paragraphs 90(a)(i), (ii), (iii), 90(b), 90(c) and 90(d) of Schedule 1 to the Electronic Communications and Wireless Telegraphy Regulations 2011 (S.I. 2011/1210).

(**b**) S.I. 2011/934.

Application of landlord and tenant law

43.—(1) This article applies to any agreement entered into by the undertaker under article 10 (consent to transfer benefit of the Order) so far as it relates to the terms on which any land is subject to a lease granted by or under that agreement.

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

(3) No enactment or rule of law to which paragraph (2) applies is to apply in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

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

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

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

Defence to proceedings in respect of statutory nuisance

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

(a) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the construction 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(**b**) or a code of construction practice approved under requirement 7 (code of construction practice); or

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

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

(2) Section 61(9) (prior consent for work on construction sites) 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.

Protective provisions

45. Schedule 12 (protective provisions) has effect.

(**a**) 1990 c. 43. Section 82 was amended by section 103 of the Clean Neighbourhoods and Environment Act 2005 (c. 16); section 79 was amended by sections 101 and 102 of the same Act. There are other amendments not relevant to this Order.
(**b**) 1974 c. 40.

Certification of plans etc.

46.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of all documents and plans referred to in Schedule 13 (documents and plans to be certified) to this Order for certification that they are true copies of those documents.

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

Service of notices

47.—(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 (6) 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 that 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 an 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 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 the person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

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

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

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

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

(d) 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 seven days of receipt that the recipient requires a paper copy of all or any part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

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

(7) Any consent to the use of an electronic transmission 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 seven 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.

Procedures in relation to certain approvals etc.

48.—(1) Subject to paragraph (2), Schedule 14 (procedure in relation to certain approvals etc.) is to have effect in relation to all consents, agreements or approvals required or contemplated by any provisions of this Order, including—

(a) consent, agreement or approval in respect of part of a requirement;

(b) any consent, agreement or approval required by any of the documents listed in Schedule 13 (documents and plans to be certified);

(c) documents approved pursuant to a requirement; or

(d) consent sought under section 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974.

(2) Schedule 14 (procedure in relation to certain approvals etc.) does not apply in respect of any consents, agreements or approvals contemplated by the provisions of Schedule 12 (protective provisions), any approvals required under the deemed marine licence contained in Schedule 11 (deemed marine licence) or any dispute under article 23(6) (protective works to buildings) or article 32(6)(b) (private rights).

(3) Where paragraph (1) applies to any consent, agreement or approval, such consent, agreement or approval must not be unreasonably withheld or delayed.

Arbitration

49.—(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 set out in Schedule 15 (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) Any matter for which the consent or approval of the Secretary of State or the MMO is required under any provision of this Order is not subject to arbitration.

Crossness Local Nature Reserve

50.—(1) The undertaker must notify the relevant planning authority when it has completed the carrying out of Work No. 7 no later than 20 business days after that Work is completed.

(2) From the date of the notice given under paragraph (1)—

(a) all of the crossness local nature reserve as extended shall be a nature reserve for the purposes of section 21 (establishment of nature reserves by local authorities) of the National Parks and Access to the Countryside Act 1949(**a**);

(**a**) 1949 c. 97.

(b) any existing nature reserve designation and associated bylaws applying at that time to any of the crossness local nature reserve shall no longer apply;

(c) clause 4 of the 1994 agreement shall no longer apply to land within the Order limits; and

(d) clause 24 of the 2005 agreement shall be abrogated in its entirety.

(3) The carrying out of the authorised development on the crossness local nature reserve as extended shall not constitute a breach of—

(a) the 1994 agreement;

(b) the 2005 agreement; or

(c) planning permission numbers 91/1318U, 02/03373/OUTEA, 07/08166/FULM, 08/01834/FUL, 10/00063/OUTEA and 10/00063/OUTEA13 granted by the London Borough of Bexley.

Planning permission, etc.

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

(2) Any works carried out under this Order are deemed to be immediately required for the purpose of carrying out development authorised by planning permission granted under the 1990 Act for the purposes of section 9(**a**) (requirement of licence for felling) of the Forestry Act 1967.

(3) Any works carried out this Order are deemed to be work requiring development consent under section 31 of the 2008 Act for the purpose of paragraph 7(3) of Schedule 3 to the Flood and Water Management Act 2010(**b**).

No double recovery

52. Compensation is not payable in respect of the same matter both under this Order and under any enactment, any contract or any rule of law.

Byelaws relating to the Crossness Nature Reserve

53.—(1) Following the discharge of requirement 12 (Landscape Biodiversity Access and Recreation Delivery Strategy) in Schedule 2 (requirements) and following consultation with the undertaker and TWUL, London Borough of Bexley may make byelaws regulating—

(a) the maintenance of order in the Crossness Nature Reserve; and

(b) the conduct of persons in the Crossness Nature Reserve.

(2) Byelaws made under paragraph (1) must not prevent, prohibit or restrict the construction, maintenance, operation or decommissioning of the authorised development.

(3) London Borough of Bexley may vary or revoke any byelaws made by the undertaker under paragraph (1).

(4) Subject to paragraph (5), the provisions of subsection 236(3) to (8), and (11) (procedure, etc., for byelaws) of the Local Government Act 1972 apply in relation to byelaws made by London Borough of Bexley under paragraph (1).

(5) London Borough of Bexley may make byelaws under paragraph (1) in accordance with the procedure in the Byelaws (Alternative Procedure) (England) Regulations 2016 as if those regulations applied to the making and revoking of byelaws under this article.

(6) Byelaws made under this article are enforceable by the London Borough of Bexley and any authorised person.

(**a**) 1967 c. 10. Relevant amendments to section 9 have been made by section 4 of, and Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11).

(**b**) 2010 c. 29.

(7) A person who breaches a byelaw made under this article commits an offence and is liable on summary conviction to a fine not exceeding level 3 on the standard scale.

Fixed penalty notices relating to byelaws

54.—(1) This article applies where it appears to an authorised person that a person has committed an offence under byelaws made under article 53 (byelaws relating to the Crossness Nature Reserve).

(2) The authorised person may serve on that person a fixed penalty notice in respect of the offence.

(3) Where a person is given a fixed penalty notice under this article in respect of an offence—

(a) no proceedings may be instituted for that offence before the expiration of 14 days after the date of the notice; and

(b) that person may not be convicted of the offence if the fixed penalty is paid before the expiration of 14 days after the date of the notice.

(4) A fixed penalty notice must state—

(a) the amount of the fixed penalty;

(b) particulars of the circumstances alleged to constitute the offence as are necessary for giving reasonable information of the offence;

(c) the time by which and the manner (including the number to be used for payments by credit or debit card) in which the fixed penalty must be paid; and

(d) that proceedings may be instituted if payment is not made within the time specified in the fixed penalty notice.

(5) The amount of the fixed penalty is—

(a) one fifth of the maximum amount of the fine to which the person to whom the fixed penalty notice is issued would be liable on summary conviction provided that person pays the fixed penalty in full within 7 days of issue of the fixed penalty notice; or

(b) one half of the maximum amount of the fine to which the person to whom the fixed penalty notice is issued would be liable on summary conviction.

(6) An authorised person may require a person to whom this article applies to pay a deposit of one tenth of the maximum amount of the fine to which a person may be liable under level 3 on the standard scale on accepting a fixed penalty notice if that person fails to provide, when requested, a residential address in the United Kingdom.

(7) Payment of the deposit must be paid by such means as the undertaker may specify on its website as being acceptable.

(8) London Borough of Bexley must apply the deposit towards payment of the fixed penalty.

(9) In any proceedings a certificate which—

(a) purports to be signed on behalf of an officer of the undertaker; and

(b) states that payment of a fixed penalty was or was not received by a date specified in the certificate,

is evidence of the facts stated.

Signed by the authority of the Secretary of State for Energy Security and Net Zero

Vicky Dawe
Director, Energy Development
Department for Energy Security and Net Zero

5th November 2025

SCHEDULES

SCHEDULE 1

Article 4

AUTHORISED DEVELOPMENT

In the London Borough of Bexley a project of national significance for which development consent is required by direction under sections 35(1) and 35ZA of the 2008 Act, and associated development under section 115(1)(b) of that Act, comprising—

Work No. 1 – a carbon capture facility, including—

(a) Work No. 1A – up to two carbon capture plants including—

(i) up to two flue gas pre-treatment systems including direct contact coolers;

(ii) up to two filtration and reclamation systems;

(iii) up to two back pressure turbines and generators;

(iv) up to two solvent regeneration systems;

(v) up to two solvent heat exchanger systems;

(vi) solvent storage;

(vii) up to two continuous emissions monitoring systems;

(viii) up to two regenerator columns; and

(ix) retaining walls and sheet pile walls.

(b) Work No. 1B – up to two combined absorber columns and stacks or a maximum of two absorber columns and two stacks, including—

(i) up to two flue gas treatment plants;

(c) Work No. 1C – up to two carbon dioxide processing plants, including—

(i) up to two carbon dioxide compression units;

(ii) up to two carbon dioxide dehydration units;

(iii) up to two carbon dioxide liquefaction units and deoxidation;

(iv) up to two carbon dioxide vents; and

(v) chemical storage and distribution handling facilities.

(d) Work No. 1D – liquid carbon dioxide (LCO_2) buffer storage area, including—

(i) modular storage vessels;

(ii) boil-off gas processing; and

(iii) carbon dioxide vent(s).

(e) Work No. 1E – supporting plant relating to the operation of the carbon capture facility, including—

(i) heat transfer system;

(ii) combined cooling system;

(iii) flue gas supply ductwork;

(iv) heat offtake infrastructure;

(v) heat transfer station;

(vi) heat pipework;

(vii) process steam and condensate pipework;

(viii) chemical storage and distribution handling facilities;

(ix) water treatment plant with process water supply;

(x) wastewater treatment plant;

(xi) gatehouse, control room, welfare, stores and workshop;

(xii) hardstanding for car parking;

(xiii) stream extraction and stream processing;

(xiv) electrical substations and transformers;

(xv) water supply storage tank(s);

(xvi) operational laydown area;

(xvii) drainage infrastructure; and

(xviii) retaining walls and sheet pile walls.

Work No. 2 – modification to, and interconnection with, existing generation stations, including—

(a) Work No. 2A – process steam and condensate connections, and heat offtake infrastructure, including—

(i) heat recovery equipment;

(ii) insulated heat pipework including connections;

(iii) internal and external modification to existing plant, equipment and apparatus; and

(iv) modification and diversion of watercourses.

(b) Work No. 2B – flue gas supply ductwork, including—

(i) flues for existing generation station via new ducting;

(ii) dampers shut-off valve for flue gas manipulation;

(iii) internal and external modification to existing plant, equipment and apparatus; and

(iv) modification and diversion of watercourses.

(c) Work No. 2C – electrical connections including—

(i) internal and external modification to existing plant, equipment and apparatus; and

(ii) modification and diversion of watercourses.

Work No. 3 – utilities connections and site access works, including—

(a) water supply pipework;

(b) foul sewer pipework;

(c) heat pipework;

(d) condensate pipework;

(e) access points from Norman Road to the authorised development;

(f) electrical, data, optical fibre and telecommunications cables; and

(g) modification and diversion of watercourses.

Work No. 4 – maritime works, including—

(a) Work No. 4A – modifications to or removal of the Belvedere Power Station jetty and improvements to the England Coast Path.

(b) Work No. 4B – a new jetty, including—

(i) loading platforms;

(ii) piles and fenders;

(iii) breasting dolphins;

(iv) mooring dolphins;

(v) access trestle;

(vi) access catwalks;

(vii) staircasing;

(viii) power supply infrastructure;

(ix) temporary moorings;

(x) LCO_2 pipelines including pipelines and supporting infrastructure and equipment, pipe racks, pipe bridges and vapour return arm;

(xi) topside infrastructure and equipment; and

(xii) internal and external modifications to existing generating station.

(c) Work No. 4C – related dredging works within the river Thames for Works No. 4A and 4B including a retaining sheet pile wall and the creation of slopes.

Work No. 5 – above ground LCO_2 Pipelines to Work No. 4, including—

(a) pipelines and supporting infrastructure and equipment;

(b) pipe racks and pipe bridges; and

(c) vapour return arm.

Work No. 6 – temporary construction compounds and laydown areas including contractor facilities, including—

(a) Work No. 6A – core temporary construction compound including—

(i) site offices and staff welfare facilities;

(ii) warehouses;

(iii) workshops;

(iv) laydown areas for storage including materials and plant storage;

(v) vehicle parking facilities;

(vi) crane mats;

(vii) fabrication facilities including site compound and working spaces; and

(viii) electrical connections.

(b) Work No. 6B – western temporary construction compound including—

(i) site offices and staff welfare facilities;

(ii) warehouses;

(iii) workshops;

(iv) laydown areas for storage including materials and plant storage;

(v) vehicle parking facilities;

(vi) crane mats;

(vii) fabrication facilities including site compound and working spaces;

(viii) facilities to cross watercourse; and

(ix) electrical connections.

(c) Work No. 6C – jetty temporary construction compound including—

(i) site offices and staff welfare facilities;

(ii) workshops;

(iii) laydown areas for storage including materials and plant storage;

(iv) vehicle parking facilities;

(v) crane mats;

(vi) fabrication facilities including site compound and working spaces; and

(vii) electrical connections.

Work No. 7 – mitigation and enhancement area and improvements to the existing crossness local nature reserve including—

(a) raised walkways, footpaths and permissive paths;

(b) landscape works;

(c) habitat creation and enhancement;

(d) planting;

(e) fencing and gates;

(f) attenuation ponds, ditches and sluice gates;

(g) car park and associated pedestrian access;

(h) creation of new watercourses and crossings;

(i) improvement, diversion and crossings of existing watercourses;

(j) signage;

(k) amenity and education facilities; and

(l) stable blocks.

Work No. 8 – rerouting of Thames water access road including any associated apparatus or services.

Work No. 9 – protective works to land if required as a result of the authorised development.

Ancillary Works

For the purposes of or in connection with the construction of any of the works and other development mentioned above, ancillary or related development which does not give rise to any materially new or materially different effects to those assessed in the environmental statement, consisting of—

(a) surface water drainage systems, storm water attenuation systems including storage basins, oil water separators, including runoff outfalls, SuDs features, channelling, culverting and works to existing drainage systems;

(b) electrical cables, earthing cables, optical fibre cables, data cables, telecommunications cables, flue gas pipework, condensate pipework, water supply pipework, foul water pipework, drains, sewers, heat pipes, LCO_2 pipework, and other apparatus and services, and associated works including bays, ducts, protection and safety measures and equipment, and other apparatus and structures;

(c) street works, including breaking up or opening a street, or any sewer, drain or tunnel under it, and tunnelling or boring under a street;

(d) relocation or provision of new road traffic signs, signals, street lighting, road restraints and carriageway lane markings;

(e) works to install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain street furniture or apparatus (including statutory undertakers' apparatus) and services in, under or above a street, including lights, fencing and other boundary treatments;

(f) works to facilitate traffic management;

(g) hardstanding and hard landscaping;

(h) soft landscaping and habitat creation, including embankments and planting;

(i) bunds, embankments, trenching and swales;

(j) biodiversity mitigation, compensation and enhancement measures;

(k) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;

(l) fencing, gates, boundary treatment and other means of enclosure;

(m) temporary footpath diversions;

(n) external lighting, including lighting columns;

(o) closed circuit television cameras and columns and other security measures;

(p) site establishment and preparation works, including—

(i) site clearance (including vegetation removal, demolition of existing buildings and structures);

(ii) earthworks (including soil stripping and storage and site levelling) and excavations;

(iii) remediation works;

(iv) the creation of temporary construction access points;

(v) the alteration of the position of services and utilities; and

(vi) works for the protection of buildings and land;

(q) temporary construction laydown areas and contractor facilities, including—

(i) materials and plant storage and laydown areas;

(ii) vehicle and cycle parking facilities;

(iii) pedestrian and cycle routes and facilities;

(iv) offices and staff welfare facilities;

(v) security fencing and gates;

(vi) external lighting;

(vii) roadways and haul routes;

(viii) wheel wash facilities; and

(ix) signage;

(r) vehicle parking and cycle storage facilities;

(s) accesses, roads, ramps and pedestrian and cycle routes and associated signage and information boards;

(t) ground investigation works and remedial work in respect of any contamination or other adverse ground conditions, including the installation and monitoring of associated apparatus;

(u) works for the benefit or protection of the authorised development;

(v) tunnelling, boring, piling and drilling works and management of arisings; and

(w) works within the river Thames situated within the Order limits to—

(i) alter, clean, modify, dismantle, refurbish, reconstruct, remove, relocate or replace any work or structure (including river walls);

(ii) carry out excavations and clearance, deepening, scouring, cleansing, dumping and pumping operations;

(iii) use, appropriate, sell, deposit or otherwise dispose of any materials (including liquids but excluding any wreck within the meaning of the Merchant Shipping Act 1995(a)) obtained in carrying out any such operations;

(iv) remove and relocate any vessel or structure sunk, stranded, abandoned, moored or left (whether lawfully or not);

(v) remove, alter, strengthen, interfere with, occupy and use the banks, bed, foreshore, waters and walls of the river;

(vi) construct, place and maintain works and structures including piled fenders, protection piles and cofferdams; and

(vii) provide lighting, signage and aids to navigation,

and further ancillary or related development comprising such other works or operations as may be necessary or expedient for the purposes of or in connection with the construction, operation and

maintenance of the authorised development but only within the Order limits and insofar as they are unlikely to give rise to any materially new or materially different environmental effects to those assessed in the environmental statement.

SCHEDULE 2

Article 4

REQUIREMENTS

Interpretation

1. In this Schedule—

"ground conditions investigations and assessments strategy" means a strategy setting out the undertaker's proposals for investigating, assessing, and where necessary, remediating ground conditions, contamination and ground stability matters as they pertain to the part of the authorised development to which the strategy relates, including in respect of—

(a) unexploded ordnance assessment;

(b) ground investigations;

(c) remediation strategies and verification reports;

(d) piling risk assessment; and

(e) earthworks and demolition specifications;

"jetty works environmental design scheme" means a scheme setting out—

(a) the details of the undertaker's proposals for the carrying out and maintenance of Work No. 4A, including whether the Belvedere Power Station jetty is to be removed or retained with modifications;

(b) the environmental design measures proposed for Work No. 4A and Work No. 4B, including details of—

(i) if the Belvedere Power Station jetty is to be retained, any proposals to make improvements to the Belvedere Power Station jetty to improve its use as an ornithological feature;

(ii) if the Belvedere Power Station jetty is to be removed, any proposals for how the piles for the jetty will be cut to enable ecological outcomes; and

(iii) in respect of Work No. 4B, the measures proposed at item 4.19 (k) of the mitigation schedule; and

(c) details of the undertaker's proposals for environmental measures in the intertidal environment (which may include measures outside of the Order limits or the payment of credits (as appropriate)), and how they will, alongside the measures set out in landscape, biodiversity, access and recreation delivery strategy approved under requirement 12(2) (landscape, biodiversity, access and recreation delivery strategy), contribute to the achievement of a minimum of 10% biodiversity net gain in area habitat units for all of the authorised development;

"mitigation schedule" means the document of that description referred to in Schedule 13 (documents and plans to be certified) certified by the Secretary of State as the mitigation schedule for the purposes of this Order; and

"National Highways" means National Highways Limited (company number 09346363) whose registered office is Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ or any such successor or replacement body that may from time to time be primarily responsible for the functions, duties and responsibilities currently exercised by that statutory body.

Time limit

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

Approved details and amendments to them

3.—(1) Subject to sub-paragraph (2), with respect to any plans, details or schemes which have been approved pursuant to any requirement and the percentage of any biodiversity net gain units referred to in requirement 12(3)(e) (together the "Approved Documents, Plans, Details or Schemes"), the undertaker may submit to the relevant approving body for approval in writing any amendments to any of the Approved Documents, Plans, Details or Schemes and, following approval by the relevant approving body, the relevant Approved Documents, Plans, Details or Schemes is to be taken to include the amendments as so approved pursuant to this paragraph.

(2) Approval under sub-paragraph (1) for the amendments to any of the Approved Documents, Plans, Details or Schemes must not be given except where it has been demonstrated to the satisfaction of the relevant approving body that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects to those assessed in the environmental statement.

(3) For the purposes of this paragraph "the relevant approving body" means—

(a) for the purposes of all requirements except requirements 17-19, the relevant planning authority;

(b) for the purposes of requirements 17 (river wall) and 18 (flood risk mitigation), the Environment Agency; and

(c) for the purpose of requirement 19 (navigation risk assessment), the PLA.

Detailed design

4.—(1) No part of Work No. 1, Work No. 2 (except for internal modifications to existing plant, equipment and apparatus under Work No. 2A(iii), 2B(iii) and 2C(i)) or Work No. 5 may commence until details of the layout, scale and external appearance for that part of those Work Nos. have been submitted to and approved by the relevant planning authority in writing and that part of the authorised development must be designed and constructed in accordance with the details approved under this sub-paragraph.

(2) Subject to sub-paragraph (4), the authorised development must be designed and constructed in accordance with the design parameters in Schedule 16 (design parameters) and item 1.12(a) of the mitigation schedule.

(3) The authorised development must be designed and constructed in accordance with the design principles and design code and the details submitted under sub-paragraph (1) must include a statement to confirm both how the design principles and design code have been complied with, and how the advice and recommendations of the independent design review process have been taken into account, in the details that have been submitted.

(4) Any part of the authorised development may be designed and constructed to deviate from the design parameters set out in Schedule 16 (design parameters) if the undertaker has first sought and obtained approval for such deviations from the relevant planning authority prior to the commencement of that part of the authorised development.

(5) The relevant planning authority—

(a) may only give approval under sub-paragraph (4) if the undertaker has demonstrated to the relevant planning authority's satisfaction that that the proposed deviation from the design parameters set out in Schedule 16 (design parameters) will not lead to materially new or materially different effects to those identified in the environmental statement;

(b) must, as part of its approval under sub-paragraph (4), certify that it agrees with the undertaker that the proposed deviation from the design parameters set out in Schedule 16 (design parameters) will not lead to materially new or materially different effects to those identified in the environmental statement; and

(c) must, in relation to any submission by the undertaker under sub-paragraph (4) which relates to works within the river Thames, consult with the PLA before giving any approval.

(6) The detailed design of the authorised development must take into account the climate variables considered in the environmental statement.

Permitted preliminary works

5. The permitted preliminary works must be carried out in accordance with the measures set out in appendix 2.1 of the environmental statement.

Notice of date of final commissioning

6. Within seven days of the completion of the commissioning of Work No. 1, the undertaker must provide the relevant planning authority, the PLA and the Environment Agency with notice of the date of final commissioning.

Code of construction practice

7.—(1) No part of the authorised development may commence until a code of construction practice for that part has been submitted to and approved by the relevant planning authority in writing, in consultation with the WRWA and, where the code of construction practice submitted relates to construction activities in the river Thames, emergency planning or opportunities to use the river Thames to transport equipment or materials during construction, the PLA. The code of construction practice submitted for approval must be substantially in accordance with the outline code of construction practice to the extent that it is applicable to that part and must be accompanied by, or include, the following—

(a) construction lighting measures;

(b) a community engagement plan;

(c) a biosecurity management plan;

(d) a community engagement plan;

(e) a dust management plan;

(f) a materials management plan;

(g) a pollution prevention plan;

(h) a site waste management plan (to be substantially in accordance with the outline site waste management plan); and

(i) a surface water management plan.

(2) The documents listed in sub-paragraph (1) must include the measures required to be contained within them set out in the outline code of construction practice.

(3) The construction of each part of the authorised development must be undertaken in accordance with the approved code of construction practice for that part.

Construction Hours

8.—(1) The construction of the authorised development must not take place on Sundays, bank holidays nor otherwise outside the hours of—

(a) 0700 to 1900 hours on Monday to Friday; and

(b) 0700 to 1300 hours on a Saturday.

(2) The restrictions in sub-paragraph (1) do not apply to construction works for the authorised development where these—

(a) are carried out within existing buildings or buildings constructed as part of the authorised development;

(b) are carried out with the prior approval of the relevant planning authority;

(c) are associated with an emergency; or

(d) are associated with slip form working.

(3) In this requirement "emergency" means a situation where, if the relevant action is not taken, there will be adverse health, safety, security or environmental consequences that in the reasonable opinion of the undertaker would outweigh the adverse effects to the public (whether individual classes or generally as the case may be) of taking that action.

Construction traffic management plan

9.—(1) No part of the authorised development may commence until a construction traffic management plan (which must be substantially in accordance with the framework construction traffic management plan) for that part has been submitted to and approved by the relevant planning authority in writing, in consultation with the relevant highways authority, Dartford Borough Council, Kent County Council, National Highways and WRWA.

(2) Any construction traffic management plan submitted under sub-paragraph (1) must include a construction worker travel plan (which must be substantially in accordance with the construction worker management measures included in the framework construction traffic management plan).

(3) The construction of each part of the authorised development must be undertaken in accordance with the approved construction traffic management plan for that part.

Emergency preparedness and response plan

10.—(1) Work Nos. 1 and 4 must not be fully commissioned until an emergency preparedness and response plan has been submitted to and approved by the relevant planning authority in writing, in consultation with the Environment Agency, lead local flood authority, the London Fire Brigade and, in respect of Work No. 4 only, the PLA.

(2) For the purposes of sub-paragraph (1), the undertaker may submit one emergency preparedness and response plan for both Work Nos. 1 and 4 or one for each of Work No. 1 and Work No. 4.

(3) The emergency preparedness and response plan or plans submitted under sub-paragraphs (1) and (2) must be substantially in accordance with the outline emergency preparedness and response plan.

(4) The emergency preparedness and response plan must be implemented as approved under sub-paragraph (1) and maintained throughout the operation of the relevant part of Work Nos. 1 or 4 to which the plan or plans relate.

Lighting strategy

11.—(1) No part of the authorised development may commence until a lighting strategy for that part has been submitted to and approved by the relevant planning authority in writing, in consultation with the PLA.

(2) The lighting strategy must be substantially in accordance with the outline lighting strategy.

(3) Any lighting strategy approved under sub-paragraph (1) must be implemented and maintained throughout the operation of the relevant part of the authorised development to which the strategy relates.

Landscape, biodiversity, access and recreation delivery strategy

12.—(1) No part of the authorised development may commence until a written landscape, biodiversity, access and recreation delivery strategy for that part has been submitted to and approved by the relevant planning authority in writing, in consultation with TWUL.

(2) The landscape, biodiversity, access and recreation delivery strategy submitted for approval must be substantially in accordance with the outline landscape, biodiversity, access and recreation delivery strategy.

(3) The landscape, biodiversity, access and recreation delivery strategy must include details of all proposed hard and soft landscaping works and ecological mitigation and enhancement measures (as applicable for the relevant numbered work) for that part and where applicable include for that part—

(a) the location, number, species, size and planting density of any proposed planting including the proposed times of such planting;

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

(c) existing trees to be retained;

(d) an implementation timetable;

(e) how the plan proposals for that part will, with the exception of the intertidal environment, contribute to the achievement of a minimum of 10% biodiversity net gain in area habitat units, and a minimum of 10% biodiversity net gain in watercourse units for all of the authorised development for thirty years from the date of commissioning of the authorised development and the metric that has been used to calculate that those percentages will be reached;

(f) how the landscaping and ecological measures proposed in the plan will be managed and maintained during the operational life of the authorised development to the date on which the decommissioning environmental management plan is implemented pursuant to requirement 23 (decommissioning environmental management plan);

(g) the flora, fauna and habitat surveys required to be carried out prior to commencement of a numbered work, or following completion of a numbered work in order to monitor the effect of, or inform, the mitigation, management and monitoring measures to be taken forward following those initial surveys;

(h) the proposals for the establishment of compensatory open mosaic habitat;

(i) the final routing, specification and maintenance regime for permissive paths and the public rights of way referred to in article 15(1) and article 15(3);

(j) provision for graziers, including details of accesses and access routes (including their surfacing);

(k) the final routing, specification and maintenance regime for the diversion and improvement of existing watercourses and the creation of new watercourses;

(l) a statement to confirm both how the design principles and design code have been complied with, and how the advice and recommendations of an independent design review process have been taken into account, in the details that have been submitted; and

(m) the undertaker's proposals for a management plan for the crossness local nature reserve as extended.

(4) The landscape, biodiversity, access and recreation delivery strategy submitted for approval under sub-paragraph (1) is not required to set out proposals for the intertidal environment.

(5) Any landscape, biodiversity, access and recreation delivery strategy submitted for approval under sub-paragraph (1) must be accompanied by—

(a) a report setting out—

(i) the engagement activities that the undertaker has undertaken to inform the development of the landscape, biodiversity, access and recreation delivery strategy which must be in accordance with the engagement commitments set out in the outline landscape, biodiversity, access and recreation delivery strategy unless otherwise agreed by the relevant planning authority; and

(ii) how the undertaker has had regard to the feedback received during that engagement in the landscape, biodiversity, access and recreation delivery strategy that is submitted for approval;

(b) copies of any legal agreements with any offsite provider which demonstrate that the delivery of the offsite works which form part of the landscape, biodiversity, access and recreation delivery strategy submitted for approval, and the maintenance of the offsite

works for a period of thirty years from the date of the final commissioning of the authorised development, is secured;

(c) relevant information setting out the steps (being reasonable steps) that the undertaker has undertaken to secure delivery of the BNG Opportunity Area as the preferred location for offsite works and either—

(i) provide confirmation that the BNG Opportunity Area has been secured as the location for offsite works; or

(ii) where the BNG Opportunity Area has not been able to be secured as the location for offsite works, provide full details of a proposed alternative location for offsite works; and

(d) relevant information setting out the steps that the undertaker has taken (being reasonable steps) to secure delivery of land to be designated as a non-statutory site of importance for nature conservation as compensation for the area of such designated land lost as a result of the proposed development, and either—

(i) provide confirmation that the BNG Opportunity Area has been secured as the location for this compensation; or

(ii) where the BNG Opportunity Area has not been able to be secured as the location for this compensation, provide full details of any proposed alternative location for this compensation.

(6) Any landscape, biodiversity, access and recreation delivery strategy submitted for approval under sub-paragraph (1) which includes activities to be carried out on land owned by Thames Water Utilities Limited must be accompanied by a planning obligation securing the delivery of the management and maintenance of ecological measures on that land from the date that decommissioning of Work No. 1 completes until 31 December 2093.

(7) The landscape, biodiversity, access and recreation delivery strategy submitted for approval may include measures or mechanisms for the creation, improvement or management of habitats outside of the Order limits, or the payment of credits.

(8) Any hedgerow, shrub or tree planted as part of the approved strategy that, within a period of five years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority (as applicable), seriously damaged or diseased, must be replaced in the first available planting seasons with a specimen of the same species and size as that originally planted.

(9) Any landscape, biodiversity, access and recreation delivery strategy approved under sub-paragraph (1) must be implemented as approved and maintained throughout the operation of the relevant part of the authorised development to which the strategy relates.

(10) In this paragraph—

(a) "offsite works" means any works that are required to deliver the outcomes set out in sub-paragraphs (3)(e) and 3(h) as part of the landscape, biodiversity, access and recreation delivery strategy submitted for approval under sub-paragraph (1) that are to take place outside of the Order limits; and

(b) "BNG Opportunity Area" means the area labelled as such on figure 7-7 of the environmental statement.

Surface and foul water drainage

13.—(1) No part of the authorised development may commence until written details of the surface and foul water drainage strategy for that part have been submitted to and approved by the relevant planning authority in writing, in consultation with the lead local flood authority.

(2) The written details submitted for approval must be substantially in accordance with the outline drainage strategy and must be consistent with the proposals submitted for approval under requirement 12 (landscape, biodiversity, access and recreation delivery strategy).

(3) Any surface and foul water drainage strategy approved under sub-paragraph (1) must be implemented and maintained throughout the operation of the relevant part of the authorised development to which the strategy relates.

Operational environmental management plan

14.—(1) No part of Work No. 1 may be fully commissioned until a written operational environmental management plan for that part has been submitted to and approved by the relevant planning authority in writing.

(2) The operational environmental management plan must include details of proposed operational maintenance procedures, security arrangements and the following items set out in the mitigation schedule—

(a) paragraphs (c), (e) and the matters listed under additional mitigation of item 1.12;

(b) items 3.17 (b) and (e);

(c) item 4.19 (f);

(d) the first paragraph of item 7.9;

(e) item 12.3; and

(f) item 14.8.

(3) Any operational environmental management plan approved under sub-paragraph (1) must be implemented and maintained throughout the operation of the relevant part of Work No. 1 to which the plan relates.

Skills and employment plan

15.—(1) No part of Work No. 1 may commence until a skills and employment plan has been submitted to and approved by the relevant planning authority in writing.

(2) The skills and employment plan must be substantially in accordance with the outline skills and employment plan.

(3) The skills and employment plan must be implemented as approved and maintained throughout the operation of the relevant part of the authorised development to which the plan relates.

Jetty works environmental design scheme

16.—(1) Work No. 4 must not commence until a jetty works environmental design scheme has been to submitted to and approved by the relevant planning authority in writing, in consultation with the Environment Agency and the PLA.

(2) The jetty works environmental design scheme to be submitted under sub-paragraph (1) shall include a statement to confirm how the advice and recommendations of an independent design review process has been taken into account in the details that have been submitted.

(3) In approving a jetty works environmental design scheme submitted under sub-paragraph (1)—

(a) if a submitted jetty works environmental design scheme proposes not to remove the Belvedere Power Station jetty, the relevant planning authority must not require the undertaker to remove it; or

(b) if a submitted jetty works environmental design scheme proposes to remove the Belvedere Power Station jetty, the relevant planning authority must not require the undertaker to retain it.

(4) The relevant planning authority must not refuse an application for approval of a jetty works environmental design because it disagrees with the undertaker's choice as to whether or not to remove the Belvedere Power Station jetty.

(5) The undertaker must carry out and maintain Work No. 4 in accordance with the approved jetty works environmental design scheme.

River wall

17.—(1) Subject to sub-paragraph (4), no part of Work No. 4 may commence until a river wall condition survey on those parts of the river wall within the order limits has been submitted to and approved by the Environment Agency in writing, in consultation with the relevant planning authority.

(2) The river wall condition survey submitted pursuant to sub-paragraph (1) must, where appropriate, identify any remedial works required to bring the tidal flood defence up to a good standard considering a design life of 100 years.

(3) The remedial works required to bring the defence up to a good standard identified pursuant to sub-paragraph (2) must be carried out within two years of the date that the condition survey is approved under sub-paragraph (1), or such other time period as is agreed by the Environment Agency.

(4) No river wall condition survey is required to be undertaken under sub-paragraph (1) to the extent that any parts of the river wall have already been assessed as part of any survey undertaken pursuant to requirement 20 (river wall) in Schedule 2 (requirements) to the REP Order.

Flood risk mitigation

18.—(1) The authorised development must be carried out and operated in accordance with paragraphs 8.3.20 to 8.3.33 and 8.6.9 of the flood risk assessment.

(2) No later than 45 years following the date of final commissioning, the undertaker must notify the relevant planning authority and the Environment Agency whether it anticipates that the operation of Work No. 1 will continue past the 50th anniversary of the date of final commissioning.

(3) If a notification under sub-paragraph (2) indicates that the undertaker anticipates that the operation of Work No. 1 will continue past the 50th anniversary date of final commissioning, it must, unless otherwise agreed by the Environment Agency, submit for written approval to the Environment Agency—

(a) an updated flood risk assessment of the flood risk arising from the continued operation of Work No. 1 past the 50th anniversary of the date of final commissioning;

(b) the details of any mitigation or compensation measures that the flood risk assessment under sub-paragraph (a) suggests are necessary;

(c) the implementation timetable (including identifying the need for (but not requiring a specific programme for the obtaining of) any consents) for any measures identified under sub-paragraph (b); and

(d) retention proposals for any measures identified under sub-paragraph (b).

(4) The undertaker must share the details approved by the Environment Agency under sub-paragraph (3) with the relevant planning authority within 5 days of such approval being given.

(5) The undertaker must implement the measures approved under sub-paragraph (3)(b) in accordance with the implementation timetable approved under sub-paragraph (3)(c) no later than the 50th anniversary of the date of final commissioning of Work No. 1 or such other time period as is agreed with the Environment Agency and must retain them for the lifetime of Work No. 1 in accordance with the retention proposals approved under sub-paragraph (3)(d).

(6) The undertaker must not continue operation of Work No. 1 beyond the 50th anniversary of the date of final commissioning unless the Environment Agency has given its approval under sub-paragraph (3) and the undertaker has complied with sub-paragraph (4), unless otherwise agreed in writing by the Environment Agency.

Navigation risk assessment

19.—(1) Prior to commencement of construction of Work No. 4, the undertaker must update the preliminary navigation risk assessment to take account of the detailed design and construction methodology of Work No. 4 and submit the updated navigation risk assessment to the PLA for its written approval, which must not be unreasonably withheld or delayed.

(2) The construction and operation of the authorised development must be carried out in accordance with the updated navigation risk assessment approved under sub-paragraph (1).

Control of noise during operation

20.—(1) Prior to commissioning of any part of Work No. 1, a written noise mitigation plan must be submitted to and approved by the relevant planning authority in writing which demonstrates how the maximum permitted limit set out in columns (2) and (3) of the below table will be achieved at the locations set out in column (1) of the below table, during operation of Work No. 1.

(1) *Location*	*(2)* *Day-time Operational Noise Limit LAr, Tr dB*	*(3)* *Night-time Operational Noise Limit LAr, Tr dB*
Clydesdale Way	54	49
Travelodge London Belvedere Hotel	54	49

(2) The undertaker must operate the authorised development in accordance with the approved noise mitigation plan, except—

(a) in the case of an emergency (as defined in the noise mitigation plan); or

(b) with the prior approval of the relevant planning authority.

(3) Where the level of noise at a monitoring location exceeds the maximum permitted level specified for that location in sub-paragraph (1) because of an emergency—

(a) the undertaker must, as soon as possible and in any event within two business days of the beginning of the emergency, submit to the relevant planning authority a statement detailing—

(i) the nature of the emergency;

(ii) why it is necessary for the level of noise to have exceeded the maximum permitted level; and

(b) if the undertaker expects the emergency to last for more than 24 hours, it must inform local residents and businesses affected by the level of noise at that location of—

(i) the reasons for the emergency; and

(ii) how long it expects the emergency to last.

Ground conditions investigations and assessments strategy

21.—(1) No part of the authorised development may commence until a ground conditions investigations and assessments strategy for that part has been submitted to and approved by the relevant planning authority in writing, in consultation with the Environment Agency, the WRWA, and where the ground conditions investigations and assessments strategy submitted covers investigations and assessments to be carried out in the river Thames, the PLA. Such a strategy shall include a specific remediation strategy, if necessary.

(2) Each part of the authorised development must be carried out in accordance with the approved ground conditions investigations and assessments strategy for that part.

(3) For the purposes of this paragraph, "commence" includes investigations for the purpose of assessing ground conditions (including the making of trial boreholes) and archaeological surveys and investigations.

Archaeological mitigation strategy

22.—(1) No part of the authorised development may commence until an archaeological mitigation strategy, including any required written scheme of archaeological investigation (or multiple written schemes of archaeological investigation) for that part has been submitted to and approved by the relevant planning authority in writing, in consultation with the PLA and the MMO.

(2) Any archaeological mitigation strategy submitted under sub-paragraph (1), to the extent that it is applicable to that part of the authorised development, must include the following—

(a) details of any proposed archaeological surveys of the river bed and foreshore, intertidal environment and marine environment;

(b) details of any updated geoarchaeological deposit model;

(c) should the authorised development include proposals to alter or demolish, in full or in part, the Belvedere Power Station jetty, details of the building recording of the belvedere power station jetty; and

(d) proposals for how any further mitigation required as a result of the survey work undertaken will be taken forward in a written scheme of investigation or multiple written schemes of investigation.

(3) No demolition or modification of the Belvedere Power Station jetty shall take place—

(a) until a descriptive record specified and carried out to Level 2 as specified in Historic England guidance: Understanding Historic Buildings: A Guide to Good Recording Practice has been undertaken in accordance with that guidance and written confirmation provided to the relevant planning authority that is has been completed; and

(b) unless within six months of the date of commencement of the demolition or alteration that completed record has been deposited with the Greater London Historic Environment Record and the Archaeology Data Service, and written confirmation of the deposit has been provided to the relevant planning authority.

(4) For the purposes of this paragraph, "commence" includes archaeological surveys and investigations.

Decommissioning environmental management plan

23.—(1) Within 12 months of the date that the undertaker decides to decommission any part of the authorised development, the undertaker must submit to the relevant planning authority for its written approval, after consultation with the Environment Agency and if the decommissioning environmental management plan to be submitted relates to decommissioning works within the river Thames, the PLA and the MMO, a decommissioning environmental management plan for that part.

(2) Decommissioning works must not be carried out until the relevant planning authority has approved the plan submitted under sub-paragraph (1) in relation to such works.

(3) The plan submitted and approved must—

(a) include details of—

(i) the buildings to be demolished;

(ii) the means of removal of the materials resulting from the decommissioning works;

(iii) the phasing of the demolition and removal works;

(iv) any restoration works (including the proposed finished levels of the land following those works and any proposals for the restoration of habitats and watercourses lost as a result of the construction of the authorised development) to restore the land within

the limits of deviation of Work No. 1 to a condition (including ecological outcomes which must include that the land could be designated as a non-statutory site of importance for nature conservation and local nature reserve, or equivalent designations as exists at the time of decommissioning) agreed with the relevant planning authority;

(v) the phasing of any restoration works; and

(vi) a timetable for the implementation of the plan; and

(b) be accompanied by, or include, a site waste management plan which demonstrates how the waste hierarchy will be followed in respect of the decommissioning works.

(4) The plan must be implemented as approved for the duration of the decommissioning of the authorised development.

(5) The date that the undertaker decides to decommission any part of the authorised development must be notified to the relevant planning authority no later than one month following that decision being made.

Decommissioning traffic management plan

24.—(1) Within 12 months of the date that the undertaker decides to decommission any part of the authorised development, the undertaker must submit to the relevant planning authority for its written approval, after consultation with the relevant highway authority and National Highways, a decommissioning traffic management plan for that part.

(2) No decommissioning works must be carried out until the relevant planning authority has approved the plan submitted under sub-paragraph (1) in relation to such works.

(3) The plan submitted and approved must include details of—

(a) route diversions; and

(b) routing of abnormal loads and HGVs.

(4) The plan must be implemented as approved for the duration of the decommissioning of the authorised development.

(5) The date that the undertaker decides to decommission any part of the authorised development must be notified to the relevant planning authority no later than one month following that decision being made.

Heat Strategy

25.—(1) No part of the authorised development may be commenced until the undertaker has submitted a heat strategy to the relevant planning authority for its written approval.

(2) The heat strategy submitted under sub-paragraph (1) must—

(a) provide an explanation of how the heat to be produced as a result of the authorised development, Riverside 1 and Riverside 2 could be captured and exported off-site;

(b) set out the appropriate infrastructure that could be brought forward within the Order limits to enable the capture and export of heat from the site;

(c) identify potential connection points for export of heat produced as a result of the authorised development, Riverside 1 and Riverside 2; and

(d) provide an update on discussions with potential heat network providers.

(3) The heat strategy submitted, and the relevant planning authority approval under sub-paragraph (1) must not require the undertaker to repeat actions already undertaken pursuant to—

(a) requirement 24 (combined heat and power) of the REP Order;

(b) any document produced pursuant to requirement 24 of the REP Order;

(c) condition 31 of planning permission 16/02167/FUL relating to Riverside 1 issued by the London Borough of Bexley;

(d) condition 31 of the consent issued under section 36C of the Electricity Act 1989 in respect of Riverside 1 dated 17 December 2021;

(e) any condition of planning permission 22/00728/FUL issued by the London Borough of Bexley; and

(f) any document produced pursuant to the requirements and conditions referred to in sub-paragraphs (a) to (e).

(4) The heat strategy must be implemented as approved and such implementation does not constitute a breach of the documents, conditions and requirements referred to in sub-paragraphs (3)(a) to (3)(f).

SCHEDULE 3

Article 7

LEGISLATION TO BE DISAPPLIED

1. The following provisions do not apply in so far as they relate to the construction of any numbered work or the carrying out of any operation required for the purpose of, or in connection with, the construction, operation, maintenance or decommissioning of the authorised development—

(a) Dagenham (Thames) Dock Act 1855(**a**);

(b) Dagenham (Thames) Dock Act 1866(**b**);

(c) Metropolis Management (Thames River Prevention of Floods) Amendment Act 1879(**c**);

(d) Thames Deep Water Dock Act 1881(**d**);

(e) Thames Deep Water Dock Act 1891(**e**);

(f) Thames Deep Water Dock Act 1901(**f**);

(g) London County Council (General Powers) Act 1957(**g**);

(h) London County Council (General Powers) Act 1961(**h**);

(i) London County Council (General Powers) Act 1962(**i**);

(j) General London Council (General Powers) Act 1970(**j**);

(k) Thames Barrier and Flood Prevention Act 1972(**k**);

(l) General London Council (General Powers) Act 1986(**l**);

(m) Thames Water Authority Land Drainage Byelaws 1981; and

(n) Section 6 of the London Local Authorities and Transport for London Act 2013(**m**).

(**a**) 1855 c. clxii.
(**b**) 1866 c. xlvi.
(**c**) 1879 c. cxcviii
(**d**) 1881 c. cxlii.
(**e**) 1891 c. lxxiv.
(**f**) 1901 c. xvii.
(**g**) 1957 c. xxxv.
(**h**) 1961 c. xliii.
(**i**) 1962 c. xlv.
(**j**) 1970 c. lxxvi.
(**k**) 1972 c. xlv. Section 3(1) and section 25(5)(a) were amended by the Thames Barrier and Flood Prevention Act 1972 (Amendment) Order 1986.
(**l**) 1986 c. iv.
(**m**) 2013 c. v.

SCHEDULE 4

Article 13

STREETS SUBJECT TO STREET WORKS

Interpretation

1. In this Schedule—

"utility works" means works to install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain underground electrical cables, earthing cable, optical fibre cable, data cable, telecommunications cable, flue gas pipework, condensate pipework, water supply pipework, foul water pipework, drains, sewers, heat pipes, LCO_2 pipework, and other apparatus and services, and associated works including bays, ducts, protection and safety measures and equipment, and other apparatus and structures.

(1) *Area*	*(2)* *Streets subject to street works*	*(3)* *Description of the street works*
London Borough of Bexley	Norman Road	Utility works beneath the width of the highway shown by a blue and black dashed line on the access and rights of way plan, from point E to point L.
London Borough of Bexley	Norman Road	Utility works beneath the width of the highway shown by a blue and black dashed line on the access and rights of way plan, from point L to point O.
London Borough of Bexley	Norman Road	Utility works beneath the width of the highway shown by a blue and black dashed line on the access and rights of way plan, from point L to point P.
London Borough of Bexley	A2016 Picardy Manorway	Utility works beneath the width of the highway shown by a blue and black dashed line on the access and rights of way plan, from point O to point N.
London Borough of Bexley	A2016 Picardy Manorway	Utility works beneath the width of the highway shown by a blue and black dashed line on the access and rights of way plan, from point P to point Q.

SCHEDULE 5

Articles 14

STREETS SUBJECT TO PERMANENT OR TEMPORARY ALTERATION OF LAYOUT

PART 1

PERMANENT OR TEMPORARY ALTERATION OF LAYOUT

(1) *Area*	*(2)* *Street subject to alteration of layout*	*(3)* *Description of alteration*
London Borough of Bexley	Norman Road	Works for the provision of one or multiple means of access to the authorised development at any location on the street between points E to K shown on the access and rights of way plan.

PART 2

PERMANENT OR TEMPORARY ALTERATION OF LAYOUT

(1) *Area*	*(2)* *Street subject to alteration of layout*	*(3)* *Description of alteration*
London Borough of Bexley	Norman Road	Works for the provision of one or multiple means of access to the authorised development at any location on the street between points K to O shown on the access and rights of way plan.

SCHEDULE 6

Article 15

PERMANENT STOPPING UP OF STREET AND PRIVATE MEANS OF ACCESS AND PROVISION OF NEW STREET AND PRIVATE MEANS OF ACCESS

PART 1

STREET TO BE PERMANENTLY STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

(1) *Area*	*(2)* *Street to be stopped up*	*(3)* *Extent of stopping up*	*(4)* *New street to be substituted*
London Borough of Bexley	Thames Water Access Road	The street shown by a blue and black line on the access and rights of way plan, from point H to point I.	To be substituted by a length of street to be provided to commence at point H and terminate at a junction with Norman Road at any location between points G and J on the access and rights of way plan.

PART 2

PRIVATE MEANS OF ACCESS TO BE PERMANENTLY STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

(1) *Area*	*(2)* *Street to be stopped up*	*(3)* *Extent of stopping up*	*(4)* *New private means of access to be substituted*
London Borough of Bexley	Thames Water Access Road	The private means of access from Norman Road shown at point I on the access and rights of way plan.	To be substituted by a new private means of access to be provided at a location on Norman Road between points G and J on the access and rights of way plan.

SCHEDULE 7

Article 16

TEMPORARY ALTERATION, PROHIBITION, DIVERSION OR RESTRICTION OF THE USE OF STREETS AND PUBLIC RIGHTS OF WAY AND AUTHORISING VEHICULAR USE ON PUBLIC RIGHTS OF WAY

PART 1

TEMPORARY ALTERATION, PROHIBITION, DIVERSION OR RESTRICTION OF THE USE OF STREETS AND PUBLIC RIGHTS OF WAY

(1) *Area*	*(2)* *Street or public right of way subject to temporary prohibition or restriction of use*	*(3)* *Extent of temporary alteration, prohibition, diversion or restriction of use of streets*
London Borough of Bexley	Footpath 2	Public right of way to be temporarily altered, restricted, diverted or use prohibited between the points marked R and H and between the points H and L on the access and rights of way plan shown with a purple dashed line.
London Borough of Bexley	Footpath 3	Public right of way to be temporarily altered, restricted, diverted or use prohibited between the points marked A and T on the access and rights of way plan shown with an orange dashed line.
London Borough of Bexley	Footpath 4	Public right of way to be temporarily altered, restricted, diverted or use prohibited between the points marked C and F on the access and rights of way plan shown with a green dashed line.
London Borough of Bexley	Thames Water Access Road	Street to be temporarily altered, restricted, diverted or use prohibited between the points marked H and I on the access and rights of way plan shown with a blue and black dashed line.

PART 2

AUTHORISING TEMPORARY USE OF VEHICULAR USE ON PUBLIC RIGHTS OF WAY

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measures*
London Borough of Bexley	Footpath 1	Motor vehicles authorised by the undertaker may pass along, or cross, the length of the public right of way between the points marked M and S on the access and rights of way plan shown with a yellow dashed line

London Borough of Bexley	Footpath 2	Motor vehicles authorised by the undertaker may pass along, or cross, the length of the public right of way between the points marked R and H, between the points H and L and between the points marked R and S on the access and rights of way plan shown with a purple dashed line.
London Borough of Bexley	Footpath 3	Motor vehicles authorised by the undertaker may pass along, or cross, the length of the public right of way between the points marked A and T on the access and rights of way plan shown with an orange dashed line.
London Borough of Bexley	Footpath 4	Motor vehicles authorised by the undertaker may pass along, or cross, the length of the public right of way between the points marked C and F on the access and rights of way plan shown with a green dashed line.

SCHEDULE 8

Article 30

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

Interpretation

1. In this Schedule—

"access rights" means, rights over land to, for the purposes of the authorised development, and in connection with the authorised development—

(a) alter, improve, form, maintain, retain, use (with or without vehicles, plant and machinery) and remove means of access to the authorised development including visibility splays and to remove and traverse impediments to such access;

(b) remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with the authorised development; and

(c) restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development.

"connection rights" means, right over land to, for the purposes of the authorised development, and in connection with the authorised development—

(a) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain electrical cables, earthing cable, optical fibre cable, data cable, telecommunications cable, flue gas pipework, condensate pipework, water supply pipework, foul water pipework, drains, sewers, heat pipes, LCO_2 pipework, and other apparatus and services, and associated works including bays, ducts, protection and safety measures and equipment, and other apparatus and structures;

(b) connect the services, apparatus, equipment, buildings and structures set out in sub-paragraph (a) to existing services, apparatus, equipment, buildings and structures;

(c) modify existing buildings structures;

(d) remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with the authorised development; and

(e) restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development; and

"LCO_2 pipework rights" means, right over land to, for the purposes of the authorised development, and in connection with the authorised development—

(a) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain LCO_2 pipework and associated works including supports, protection and safety measures and other apparatus and structures;

(b) remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with the authorised development; and

(c) restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development.

"maintenance access rights" means, rights over land to, for the purposes of the authorised development, and in connection with the authorised development, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface) and restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights;

"maintenance rights" means, rights over land to, for the purposes of the authorised development, and in connection with the authorised development, undertake construction, maintenance and decommissioning activities for Work No. 4, including laydown areas, compounds and welfare facilities and restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights;

"utilities rights" means - rights over land to, for the purposes of the authorised development, and in connection with the authorised development—

(a) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain underground electrical cables, earthing cable, optical fibre cable, data cable, telecommunications cable, flue gas pipework, condensate pipework, water supply pipework, foul water pipework, drains, sewers, heat pipes, LCO_2 pipework, and other apparatus and services, and associated works including bays, ducts, protection and safety measures and equipment, and other apparatus and structures;

(b) remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with the authorised development; and

(c) restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development.

(1) *Number of plot shown on the Land Plans*	*(2)* *Purposes for which rights over land may be acquired and restrictive covenants imposed*
1-002, 1-005, 1-007, 1-008, 1-023, 1-024, 1-030, 1-034, 1-040, 1-043, 1-048	Utilities rights and access rights
1-028	Maintenance access rights
1-028a	Utilities rights and maintenance access rights
1-051, 1-052, 1-055, 1-056, 1-058, 1-062, 1-074, 1-086, 1-087	Connection rights and LCO_2 pipework rights
1-053	Maintenance access rights
1-054	Connection rights
1-054b	Access rights
1-059,1-060, 01-061, 1-063, 1-064, 1-065, 1-066, 1-067, 1-068, 1-069, 1-070, 1-071, 1-073, 1-075, 1-076, 1-077, 1-078, 1-079, 1-080, 1-081, 1-082, 1-084, 1-085, 1-088, 1-091	Connection rights
1-083	Maintenance access rights and maintenance rights
1-089	LCO_2 pipework rights

SCHEDULE 9

Article 30

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS AND IMPOSITION OF NEW RESTRICTIVE COVENANTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land are to 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 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 5—

(a) for "land is acquired or taken from" substitute "a right or restrictive covenant over land is purchased from or imposed on"; and

(b) for "acquired or taken from him" substitute "over which the right is exercisable or the restrictive covenant enforceable".

3.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1961 has effect subject to the modification set out in paragraph 2(2).

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

"(a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) (powers of entry) of the 1965 Act (as modified by paragraph 5(5) of Schedule 9 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictive covenants) to the Cory Decarbonisation Project 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 5(8) of Schedule 9 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictive covenants) to the Cory Decarbonisation Project 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. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 35 (modification of Part 1 of the 1965 Act) to the acquisition of land under article 28 (compulsory acquisition of land), applies to the compulsory acquisition of a right by the creation of a new right under article 30 (compulsory acquisition of rights)—

(a) with the modifications specified in paragraph 5; and

(**a**) 1973 c. 26.

(b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows.

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

(a) the right acquired or to be acquired, or the 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.

(3) For section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

"**7.** In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the 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".

(4) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

(a) section 9(4) (failure by owners to convey);

(b) paragraph 10(3) of Schedule 1 (owners under incapacity);

(c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11 (powers of entry) of the 1965 Act is modified to secure that, where the acquiring authority has served notice to treat in respect of any right or restriction, as well as the notice of entry required by subsection (1) of that section (as it applied to compulsory acquisition under article 28 (compulsory acquisition of land)), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant; and sections 11A (powers of entry: further notices of entry), 11B (counter-notice requiring possession to be taken on specified date), 12 (penalty for unauthorised entry) and 13 (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

(6) Section 20 (tenants at will, etc) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 35(3) (modification of Part 1 of the 1965 Act) is also 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 restriction imposed, subject to compliance with that section as respects compensation.

(8) For Schedule 2A (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 serves a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 34 (application of the 1981 Act) of the Cory Decarbonisation Project Order 2025 in respect of the land to which the notice to treat relates.

(2) But see article 31 (acquisition of subsoil or airspace only) of the Cory Decarbonisation Project Order 2025 which excludes the acquisition of subsoil or airspace only from this Schedule.

2. In this Schedule, “house” includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the 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 twenty-eight 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 three months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the authority decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority does 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 serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

Determination by Upper Tribunal

10. On a referral under paragraph 2, 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 5, 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 six weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.".

SCHEDULE 10

Articles 37

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

(1) *Plot reference number shown on the land plans*	*(2)* *Purpose for which temporary possession may be taken*
1-024a, 1-027, 1-072	Temporary use of land to undertake protective works if required as a result of the impacts of the authorised development
1-072a, 1-092, 1-094, 1-097, 1-098, 1-100b, 1-100c	Temporary use of land to undertake Work No. 4 and Work No. 6C
1-095, 1-104, 01-117, 1-119, 1-120, 02-006	Temporary use of land to undertake Work No. 4 including temporary moorings.
1-102, 1-108, 1-109, 1-112, 1-114, 01-115, 1-117a, 2-001, 2-002	Temporary use of land to undertake Work No. 4A
1-116, 1-121, 2-003, 2-005	Temporary use of land to provide working space to undertake Work No. 4

SCHEDULE 11

Article 42

DEEMED MARINE LICENCE

PART 1

GENERAL

1. In this licence—

"the 2008 Act" means the Planning Act 2008;

"the 2009 Act" means the Marine and Coastal Access Act 2009;

"the authorised development" has the meaning given in paragraph 3(2);

"business day" means a day other than a Saturday or Sunday, Good Friday, Christmas Day or a bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971(**a**);

"commence" means beginning to carry out any part of a licensed activity and "commenced" and "commencement" are to be construed accordingly;

"construction licensed activity" means any licensed activity which does not constitute maintenance activities or maintenance dredging;

"condition" means a condition in Part 2 and Part 3 of this licence and references in this licence to numbered conditions are to the conditions with those numbers in Part 2;

"code of construction practice" means the document of that description approved under requirement 7 (code of construction practice) of the Order;

"environmental statement" means the document of that description in Schedule 13 (documents and plans to be certified) to the Order, certified by the Secretary of State as the environmental statement for the purposes of the Order;

"licensable area" means the grid coordinates within the UK Marine Area within which the undertaker may carry out a licensed activity, as set out in paragraph 3(3) of Part 1 of this Schedule and as shown on the works plans;

"licensed activity" means any of the activities specified in Part 1 of this licence;

"limits of deviation" has the same meaning as in the Order;

"maintenance activities" means activities carried out by the undertaker pursuant to article 5 (maintenance of authorised development) of the Order;

"maintenance dredging" means dredging carried out by the undertaker after the final construction licensed activity;

"the MMO" means the Marine Management Organisation;

"the Order" means the Cory Decarbonisation Project Order 2025;

"percussive piling" means piling by sinking or driving a pile by direct or indirect hammering or other percussive means, including piling by the use of a drop hammer, diesel hammer, double acting hammer, single acting hammer internal drop hammer, pneumatic hammer, steam hammer or other percussive device, other than a device that is portable and designed for operation while held by hand without any other form of support;

"the River" means so much of the river Thames and the Thames estuary, as is within the UK marine area;

"seabed" means the ground under the sea;

(**a**) 1971 c. 80.

"the undertaker" means Cory Environmental Holdings Limited (company number 05360864) and any transferee pursuant to article 10 (consent to transfer benefit of the Order) of the Order;

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

"the works plans" has the same meaning as in the Order.

Contacts

2.—(1) Except where otherwise indicated, the main points of contact with the MMO and the addresses for email and postal returns and correspondence are as follows—

(a) Marine Management Organisation, Marine Licensing Team, Lancaster House, Hampshire Court, Newcastle upon Tyne, NE4 7YH; Tel – 0300 123 1032; Fax – 0191 376 2681; Email – marine.consents@marinemanagement.org.uk; and

(b) Marine Management Organisation, Muriel Matters House, Breeds Place, Hastings, Kent TN34 2EZ; Tel – 0208 026 9180; Email – hastings@marinemanagement.org.uk.

(2) The contact details for the MMO Marine Pollution Response Team are—

Tel (during office hours) – 0300 200 2024;

Tel (outside office hours) – 07770 977 825 or 0345 051 8486;

Email – dispersants@marinemanagement.org.uk,

or such replacement contact details notified to the undertaker in writing by the MMO.

(3) Except where otherwise indicated or otherwise agreed in writing by the MMO, all applications or notifications required under this licence must be sent by the undertaker to the MMO using the MMO's marine case management system.

Details of such licensed marine activities

3.—(1) Subject to the licence conditions in Part 2, this licence authorises the undertaker (and any agent, contractor or subcontractor acting on their behalf) to carry out any licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act within the licensable area which—

(a) form part of, or are related to, the authorised development, including works required pursuant to documents certified under Schedule 13 (documents and plans to be certified) or approved under Schedule 2; and

(b) are not exempt from requiring a marine licence by virtue of any provision made under section 74 (exemptions specified by order) of the 2009 Act.

(2) In this paragraph "the authorised development" means—

(a) Work No. 4 of the Order;

(b) works within the River to—

(i) alter, clean, modify, dismantle, refurbish, reconstruct, remove, relocate or replace any work or structure (including river walls);

(ii) carry out excavations and clearance, deepening, scouring, cleansing, dumping and pumping operations;

(iii) use, appropriate, sell, deposit or otherwise dispose of any materials (including liquids but excluding any wreck within the meaning of the Merchant Shipping Act 1995(a)) obtained in carrying out any such operations;

(iv) remove and relocate any vessel or structure sunk, stranded, abandoned, moored or left (whether lawfully or not);

(v) remove, alter, strengthen, interfere with, occupy and use the banks, bed, foreshore, waters and walls of the river;

(vi) construct, place and maintain works and structures including piled fenders, protection piles and cofferdams; and

(vii) provide lighting, signage and aids to navigation;

(c) maintenance activities within the River;

(d) maintenance dredging within the River; and

(e) any other element of the authorised development as defined by article 2 (interpretation) of the Order.

(3) The coordinates for the licensable area for the purposes of this paragraph 3 are specified in the table below.

ID number as shown on the works plans	*Northing*	*Easting*
P1	180739	549856
P2	180754	549737
P3	180837	549835
P4	180985	549804
P5	181045	549833
P6	180974	550085
P7	180877	550350
P8	180775	550324
P9	180734	550243
P10	180720	550057

PART 2

CONDITIONS APPLYING TO LICENSABLE ACTIVITIES

Notifications regarding licensed activities

4.—(1) The undertaker must inform the MMO in writing—

(a) at least 5 business days prior to the commencement of the first construction licensed activity;

(b) within 5 business days following the completion of the final construction licensed activity, of the completion;

(c) at least 5 business days prior to the commencement of a maintenance activity or maintenance dredging; and

(d) within 5 business days following the completion of the maintenance activity or maintenance dredging.

5.—(1) The undertaker must provide the following information to the MMO—

(a) the name and function of any agent or contractor appointed to engage in any licensed activity within seven days of appointment; and

(b) details of any vessel being used to carry on any licensed activity listed on behalf of the undertaker, together with details of the vessel owner or operating company not less than 24 hours before the commencement of the licensed activity in question.

(2) Any changes to details supplied under sub-paragraph (1) must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activity in question.

(3) Only those persons notified to the MMO in accordance with this condition are permitted to carry out a licensed activity.

6. The undertaker must ensure that a copy of this licence has been read and understood by any agents and contractors that will be carrying out any licensed activity on behalf of the undertaker, together with any masters or transport managers responsible for the vessels that will be carrying out any licensed activity on behalf of the undertaker.

7. Copies of this licence must be available for inspection at the following locations—

(a) the undertaker's registered office; and

(b) during the construction of the authorised development only, at any site office which is adjacent to or near the River and which has been provided for the purposes of the construction of the authorised development.

8. The masters or transport managers responsible for the vessels that will be carrying out any licensed activity on behalf of the undertaker as notified to the MMO under condition 5 must make a copy of this licence available for inspection on board such vessels during the carrying out of any licensed activity.

Code of construction practice

9. All construction licensed activities must be carried out in accordance with the code of construction practice approved under requirement 7 (code of construction practice) of Schedule 2 of the Order where applicable.

Method statement

10.—(1) Following consultation with the Environment Agency, and in respect of maintenance dredging only, the Port London Authority, the undertaker must submit a method statement, together with a report on the consultation carried out, for approval by the MMO, at least 6 weeks prior to the commencement of any licensed activity.

(2) The method statement must include the following details—

(a) the detailed methodology to be employed by the undertaker in carrying out the licensed activity;

(b) a programme of works including timings and durations, method of delivery of material to site and plant to be used during the works; and

(c) for construction licensed activities only, if relevant, the results of further sediment sampling undertaken in accordance with a sampling plan approved under condition 11.

(3) The undertaker must not commence the licensed activity until the MMO has approved in writing the submitted method statement.

(4) The licensed activity must be carried out in accordance with the approved method statement, unless otherwise agreed in writing by the MMO.

Sediment sampling

11.—(1) If the undertaker considers that sediment sampling is required to demonstrate the appropriateness of a methodology to be included in a method statement relating to construction licensed activities or maintenance dredging submitted to the MMO for approval under condition 10, prior to submitting that construction method statement to the MMO, the undertaker must submit a sediment sampling plan for approval by the MMO.

(2) Any sediment sampling required under sub-paragraph (1) must be carried out in accordance with the approved sediment sampling plan, unless otherwise agreed in writing by the MMO.

Marine Noise Registry

12.—(1) Only when impact driven or part-driven pile foundations or detonation of explosives are proposed to be used as part of the foundation installation, the undertaker must provide the following information to the Marine Noise Registry (MNR)—

(a) prior to the commencement of the licensed activities, information on the expected location, start and end dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry's Forward Look requirements; and

(b) within 12 weeks of completion of impact pile driving/detonation of explosives, information on the exact locations and specific dates of impact pile driving/detonation of explosives to satisfy the Marine Noise Registry's Close Out requirements.

(2) The undertaker must notify the MMO of the successful submission of Forward Look requirements.

Piling

13. Where a licensed activity involves percussive piling the undertaker must commence piling activities using soft-start techniques for at least 20 minutes to ensure an incremental increase in pile power until full operational power is achieved. Should piling cease for at least 20 minutes the soft-start procedures must be repeated.

Dredging

14. Water injection dredging which is a licensed activity must not be undertaken in the period 1st June to 30th August.

Concrete and cement

15.—(1) The undertaker must not discharge waste concrete slurry or wash water from concrete, or cement into the River.

(2) The undertaker must site concrete and cement mixing and washing areas at least 10 metres away from the River and any surface water drain to minimise the risk of run off entering the River.

Coatings and treatments

16. The undertaker must ensure that any coatings and any treatments are suitable for use in the River and are used in accordance with either guidelines approved by the Health and Safety Executive or the Environment Agency.

Pollution and spills

17. The undertaker must—

(a) store, handle, transport and use fuels, lubricants, chemicals and other substances so as to prevent the release of fuel, oils and chemicals associated with plan, refuelling and construction equipment into the marine environment, including bunding with a capacity of no less than 110% of the total volume of all reservoirs' and containers' storage capacity;

(b) report any spill of oil, fuel or chemicals into the marine environment to the MMO Marine Pollution Response Team pursuant to paragraph 2(2) of this licence, as soon as reasonably practicable, but in any event within 12 hours of the spill being identified; and

(c) store all waste in designated areas that are isolated from surface water drains and open water and are bunded.

Post activities

18.—(1) The undertaker must remove any temporary structures, waste and debris associated with the construction licensable activities or maintenance activities within six weeks following completion of the final construction licensable activity or maintenance activity as applicable.

(2) Within five business days following the completion of the removal activities referred to in sub-paragraph (1), the undertaker must notify the MMO in writing that such activities have been completed.

Disposal

19. The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15th February each year for the months August to January inclusive, and by 15th August each year for the months February to July inclusive.

20. The undertaker shall ensure that only inert material of natural origin, produced during dredging shall be disposed of within the disposal site TH070 South Falls (or any other disposal site approved in writing by the MMO), and that any other materials are screened out before disposal at this site.

21. The material to be disposed of within the disposal site referred to in condition 20 (or any other disposal site approved in writing by the MMO) must be placed evenly within the boundaries of that site.

Agents, contractors and subcontractors

22.—(1) The undertaker must notify the MMO in writing of any agents, contractors or subcontractors that will carry on any licensed activity under this licence on behalf of the undertaker. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity.

(2) The undertaker must ensure that a copy of this licence and any subsequent revisions or amendments has been provided to, read and understood by any agents, contractors or subcontractors that will carry on any licensed activity.

Dropped Objects

23.—(1) The undertaker must report all dropped objects to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within 24 hours of becoming aware of an incident.

(2) On receipt of the Dropped Object Procedure Form, the MMO may require, acting reasonably, the undertaker to carry out relevant surveys. The undertaker must carry out surveys in accordance with the MMO's reasonable requirements and must report the results of such surveys to the MMO.

(3) On receipt of such survey results the MMO may, acting reasonably, require the undertaker to remove specific obstructions from the seabed. The undertaker must carry out removals of the specific obstructions from the seabed in accordance with the MMO's reasonable requirements and its own expense.

Time periods

24. This licence remains in force until Work No. 4B of this Order is decommissioned.

Variations of approvals of Part 2 Conditions

25.—(1) With respect to any condition under Part 2 which requires a licensed activity to be carried out in accordance with any plans, protocols or statements approved under this licence, the approved details, plan or scheme are to be taken to include any amendments that may subsequently be approved in writing by the MMO.

(2) Subsequent to the first approval of those plans, protocols or statements, any amendments will only be approved by the MMO if the undertaker has demonstrated to the reasonable satisfaction of the MMO that the subject matter of the relevant amendments do not give rise to any

materially new or materially different environmental effects that are worse than those identified in the environmental statement.

Marine written scheme of archaeological investigation

26. All licensed activities must be carried out in accordance with the archaeological mitigation strategy approved under requirement 22 (archaeological mitigation strategy) of Schedule 2 of the Order where applicable.

PART 3

PROCEDURE FOR THE DISCHARGE OF CONDITIONS

Meaning of "application"

27. In this Part, "application" means a submission by the undertaker for approval by the MMO of any method statement or plan under conditions 10 and 11.

Further information regarding application

28. The MMO may request in writing such further information from the undertaker as is necessary to enable the MMO to consider the application.

Determination of application

29.—(1) In determining the application the MMO may have regard to—

(a) the application and any supporting information or documentation;

(b) any further information provided by the undertaker in accordance with condition 28; and

(c) such other matters as the MMO thinks relevant.

(2) Having considered the application the MMO must—

(a) grant the application unconditionally;

(b) grant the application subject to the conditions as the MMO thinks fit; or

(c) refuse the application.

(3) If the MMO is unable to determine the application in accordance with sub-paragraph (2), this shall not constitute a breach of this condition nor be an offence under the Marine and Coastal Access Act 2009.

Notice of determination

30.—(1) Subject to sub-paragraph (2) or (3), the MMO must give notice to the undertaker of the determination of the application as soon as reasonably practicable after the application is received by the MMO.

(2) Where the MMO has made a request under condition 28, the MMO must give notice to the undertaker of the determination of the application as soon as reasonably practicable once the further information is received.

(3) Where the MMO refuses the application the refusal notice must state the reasons for the refusal.

SCHEDULE 12

Article 45

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this Part of this Schedule (save for any utility undertakers which are specifically protected by any other Part of this Schedule, which will take precedence), the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

2. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

"apparatus" means—

(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(**a**), belonging to or maintained by that utility undertaker;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;

(c) in the case of a water undertaker—

(i) mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and

(ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A (agreements to adopt water main or service pipe at future date) of the Water Industry Act 1991;

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the utility undertaker under the Water Industry Act 1991(**b**); and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at future date) of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus; and

(e) any other mains, pipelines or cables that are not the subject of the protective provisions in Parts 2 to 16 of this Schedule;

"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

"utility undertaker" means—

(**a**) 1989 c. 29.
(**b**) 1991 c. 56.

(a) any licence holder within the meaning of Part 1 (electricity supply) of the Electricity Act 1989;

(b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986(**a**);

(c) water undertaker within the meaning of the Water Industry Act 1991;

(d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991; and

(e) an owner or operator of apparatus within sub-paragraph (e) of the definition of that term,

for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 of the 1991 Act.

4. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 16 (temporary prohibition or restriction of use of streets, private means of access and public rights of way and authorising vehicular use on public rights of way), a utility undertaker 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 prohibition or restriction was in that street.

5. 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.

6.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land 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 the utility undertaker in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question 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 a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use 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

---

(**a**) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by section 76 of the Utilities Act 2000 (c. 27).

between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 49 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 49 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that 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 utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 49 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

8.—(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 6(2), the undertaker must submit to the utility undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and

having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 6(2).

(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 49 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) 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 6(2); and

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

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

10.—(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 6(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

(a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(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 a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker 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.

11. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaking in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

12. For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

13. In this Part of this Schedule—

"the 2003 Act" means the Communications Act 2003(**a**);

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"electronic communications code" has the same meaning as in section 106 (application of the electronic communications code) of the 2003 Act;

"electronic communications code network" means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

"operator" means the operator of an electronic communications code network.

14. The exercise of the powers of article 39 (statutory undertakers) is subject to Part 10 (undertakers' works affecting electronic communications apparatus) of the electronic communications code.

15.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any

---

(**a**) 2003 c. 21.

other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker 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.

(4) Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 49 (arbitration).

16. This Part of this Schedule does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

17. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 3

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

Application

18. The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

Interpretation

19. In this Part of this Schedule—

"Agency" means the Environment Agency;

"construction" includes execution, placing, altering, replacing, relaying and removal and excavation and "construct" and "constructed" is construed accordingly;

"drainage work" means any main river and includes any land which provides flood storage capacity; or any other land which is expected to provide flood storage capacity as a result of the authorised development pursuant to the details approved in compliance with requirement 18(1); or any land which provides flood storage for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

"emergency" means an occurrence which presents a risk of—

(a) serious flooding;

(b) serious detrimental impact on drainage;

(c) serious harm to the environment;

"fishery" means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

"main river" has the same meaning given in section 113 of the Water Resources Act 1991;

"non-tidal main river" has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016;

"plans" includes plans, sections, elevations, drawings, specifications, programmes, proposals, calculations, method statements, protocols for emergency access and descriptions;

"remote defence" means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river;

"sea defence" means any bank, wall, embankment (any berm, counterwall or cross-wall connected to any such bank, wall or embankment), barrier, tidal sluice and other defence, whether natural or artificial, against the inundation of land by sea water or tidal water, including natural or artificial high ground which forms part of or makes a contribution to the efficiency of the defences against flooding, but excludes any sea defence works which are for the time being maintained by a coast protection authority under the provisions of the Coast Protection Act 1949 or by any local authority or any navigation, harbour or conservancy authority;

"specified work" means so much of any work or operation authorised by this Order, including works required pursuant to documents certified under Schedule 13 or approved under Schedule 2, as is in, on, under, over or within—

(a) 16 metres of the base of a sea defence which is likely to—

(i) endanger the stability of, cause damage or reduce the effectiveness of that sea defence, or

(ii) interfere with the Agency's access to or along that sea defence or the Agency's ability to undertake works to ensure the efficacy of that sea defence;

(b) 8 metres of the base of a remote defence which is likely to—

(i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence, or

(ii) interfere with the Agency's access to or along that remote defence;

(c) 16 metres of a drainage work involving a tidal main river,

(d) 8 metres of a drainage work involving a non–tidal main river;

(e) any distance of a drainage work and is otherwise likely to—

(i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;

(ii) affect the flow, purity or quality of water in any main river or other surface waters;

(iii) cause obstruction to the free passage of fish or damage to any fishery;

(iv) affect the conservation, distribution or use of water resources; or

(v) affect the conservation value of the main river and habitats in its immediate vicinity;

or which involves

(f) an activity to which paragraph 22(3) of this Part of this Schedule applies; and

(g) any quarrying or excavation within 16 metres of a drainage work which is likely to cause damage to or endanger the stability of the banks or structure of that drainage work; and

"Thames Flood Acts" means the Metropolis Management (Thames River Prevention of Floods) Amendment Act 1879 and Thames Barrier and Flood Prevention Act 1972 and amending legislation;

"tidal main river" has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016.

Submission and approval of plans

20.—(1) Before the beginning to construct any specified work, the undertaker must submit to the Agency for approval plans of the specified work and such further particulars available to it as the Agency may within 28 days 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 in writing by the Agency, or determined under paragraph 32.

(3) Any approval of the Agency required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been refused if it is neither given nor refused within two months of the submission of the plans or such later date as is agreed between the Agency and the undertaker and if further particulars have been requested pursuant to sub-paragraph (1) the period between the making of this request and the provision of further particulars in response to it will not be taken into account in the calculation of the two months for the purposes of this sub-paragraph (b);

(c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation or the prevention of environmental harm in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

(5) In the case of a refusal, the Agency must provide reasons for the grounds of that refusal.

Dredging

21.—(1) Before carrying out an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or banks of a drainage work (or causing such materials to be dredged, raised or taken), including hydrodynamic, dredging or desilting, the undertaker must submit details of the activity to the Agency.

(2) Within 14 days of receipt of the details submitted by the undertaker under sub-paragraph (1), the Agency must confirm whether the activity requires consent under paragraph 20.

(3) This sub-paragraph applies in the event that, pursuant to sub-paragraph (2), the Agency confirms that the proposed activity requires consent under paragraph 20.

Construction of protective works

22. Without limiting paragraph 20, the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage; or

(b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

Timing of works and service of notices

23.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 22, must be constructed—

(a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and

(b) to the reasonable satisfaction of the Agency,

and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than fourteen days' notice in writing of its intention to begin construction of any specified work and notice in writing of its completion not later than seven days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.

Works not in accordance with this Part of this Schedule

24.—(1) Where the undertaker fails to obtain consent or comply with conditions imposed by the Agency in accordance with this Part of this Schedule and the Agency, acting reasonably, considers it necessary to avoid any of the risks specified in sub-paragraph (2), the Agency may serve written notice requiring the undertaker to cease all or part of the specified works as may be specified within the notice within the period specified in the notice, and the undertaker must cease constructing the specified works or part thereof until such time as it has obtained the consent or complied with the condition specified within the notice served.

(2) The risks specified in sub-paragraph (1) are—

(a) risk of flooding;

(b) risk of harm to the environment;

(c) risk of detrimental impact on drainage;

(d) damage to the fishery;

(e) risk to the integrity or condition of any drainage work.

(3) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency 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 Agency 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 Agency reasonably requires.

(4) Subject to sub-paragraph (5), if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph 24(3) is served upon the undertaker except in an emergency when a shorter period can be given, 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 Agency may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(5) In the event of any dispute as to whether sub-paragraph 24(3) 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 Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined in accordance with sub-paragraph 24(3).

Maintenance of works

25.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove

the work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to sub-paragraph (4), if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 32.

(5) This paragraph does not apply to—

(a) drainage works which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; and

(b) any obstruction of a drainage work expressly authorised in the approval of specified works plans and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable if removal is required.

Remediating impaired drainage work

26. If by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

Agency access

27.—(1) If by reason of the construction of any specified work or the failure of any such work, the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must notify the Agency as soon as reasonably practicable and provide suitable alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction occurred and such alternative access must be made available as soon as reasonably practicable after the undertaker becomes aware of such obstruction, except in the case of an emergency in which case the undertaker must provide such alternative means of access in accordance with protocols for emergency access approved under paragraph 20.

(2) For the purposes of paragraph (1), the Great Breach Pumping Station is considered to be equipment maintained for flood defence purposes.

(3) Nothing in sub-paragraph (1) prevents the Agency from utilising its statutory powers.

Free passage of fish

28.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

(a) the construction of any specified work; or

(b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be

reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage within the period specified in the notice.

(3) If the undertaker fails to take such steps as are described in the notice served under sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

The Thames Flood Acts works

29. Nothing in Article 7 prevents the Agency serving a notice on the undertaker under the Thames Flood Acts requiring works to, or financial contributions towards, raising the crest levels of flood defences or reinforcement to flood defences to improve the standard of flood protection and the undertaker being required to comply with any such notice pursuant to the Thames Flood Acts.

Costs and indemnity

30. The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may reasonably incur—

(a) in the examination or approval of plans under this Part of this Schedule;

(b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and

(c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

31.—(1) The undertaker is responsible for and indemnifies the Agency against all costs and losses, liabilities, claims and demands not otherwise provided for in this Schedule which may be reasonably incurred or suffered by the Agency by reason of, or arising out of—

(a) the construction, operation or maintenance of any specified works comprised within the authorised development or the failure of any such works comprised within them; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the authorised development or dealing with any failure of the authorised development.

(2) For the avoidance of doubt, in sub-paragraph (1)—

"costs" includes—

(a) expenses and charges;

(b) staff costs and overheads; and

(c) legal costs;

"losses" includes physical damage;

"claims" and "demands" include as applicable—

(a) costs (within the meaning of this sub-paragraph (2) incurred in connection with any claim or demand; and

(b) any interest element of sums claimed or demanded; and

"liabilities" includes—

(a) contractual liabilities;

(b) tortious liabilities (including liabilities for negligence or nuisance);

(c) liabilities to pay statutory compensation or for breach of statutory duty; and

(d) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(3) The Agency must give to the undertaker reasonable notice of any such claim or demand and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(4) The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(5) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, must not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

(6) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

Disputes

32. Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 49 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for the department of Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

PART 4

FOR THE PROTECTION OF THAMES WATER UTILITIES LIMITED

Application

33. The provisions of this Part of the Schedule, unless otherwise agreed in writing between the undertaker and TWUL, have effect.

Interpretation

34. In this Part of this Schedule—

"access road" means the existing access road connecting Norman Road to the existing Crossness Sewage Treatment Works;

"alternative apparatus" means alternative apparatus adequate to enable TWUL to fulfil its statutory functions in a manner no less efficient and effective than previously;

"apparatus" means—

(a) any drain, disposal works or sewer vested in TWUL under the Water Industry Act 1991; and

(b) any sewer, drain or disposal works which are the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal of works) of the Water Industry Act 1991 or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at a future date) of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of the Water Industry Act 1991) or sewer outfall and any manholes, ventilating shafts, pumps, inspection chambers or other accessories (as defined in section 219 (general interpretation) of the Water Industry Act 1991) forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"functions" includes powers and duties;

"in", in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land;

"plan" includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed.

On street apparatus

35. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and TWUL are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Apparatus in stopped up streets and public rights of way

36.—(1) Except where paragraph 40 applies, where any street is stopped up under article 15 (permanent stopping up of specified street and private means of access) or any public right of way is stopped up under article 17 (permanent closure and diversion of, and creation of new public rights of way and authorising vehicular use on public rights of way), TWUL has the same powers and rights in respect of any apparatus in the land in which the street or public right of way subsists as it enjoyed immediately before the stopping up and the undertaker must grant to TWUL legal easements reasonably satisfactory to TWUL in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of TWUL to require the removal of that apparatus, or provision of alternative apparatus under paragraph 39 or the power of the undertaker to carry out works under paragraph 41.

(2) Regardless of the temporary alteration, diversion or restriction of any street under the powers conferred by article 16 (temporary prohibition or restriction of use of streets, private means of access and public rights of way and authorising vehicular use on public rights of way), TWUL is at liberty at all times to take all necessary access across any such stopped up street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that street, upon giving at least three weeks' notice of such intended entry, unless in an emergency.

Access Road

37.—(1) The undertaker must not stop up in whole or in part the access road under article 15 (permanent stopping up of specified street and private means of access) or extinguish in whole or in part any right of TWUL along the access road unless and until—

(a) the undertaker has submitted plans for Work No. 8 and its connection to Norman Road to TWUL and TWUL has approved them;

(b) the undertaker has provided TWUL with a new right to use, keep, inspect, renew and maintain the new access road created under Work No. 8 that is reasonably convenient and on terms agreed by TWUL; and

(c) TWUL's agreement and approvals under sub-paragraphs (a) and (b) must not to be unreasonably withheld or delayed but may be given in accordance with such reasonable requirements as may be made by TWUL in respect of ensuring continued operational and emergency access to the existing Crossness Sewage Treatment Works from Norman Road.

(2) The works in sub-paragraph (1)(a) must be executed only in accordance with the plans approved under that sub-paragraph.

(3) Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any interest in the access road plots otherwise than by agreement.

Protective works to buildings

38. The undertaker, in the case of the powers conferred by article 23 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of land or interests

39. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus of TWUL otherwise than by agreement.

Removal of apparatus

40.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that TWUL's apparatus is removed, relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of TWUL to maintain that apparatus in that land must not be extinguished, until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of TWUL in accordance with sub-paragraphs 40(2) to(6).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to TWUL 56 days' written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed for approval by TWUL and in that case (or if in consequence of the exercise of any of the powers conferred by this Order TWUL reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to TWUL the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed TWUL must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for TWUL to use its compulsory purchase powers to this end unless it elects (in its absolute discretion) to so do.

(4) Any default of agreement or approval of TWUL under sub-paragraph (1) or (2) must be settled by arbitration in accordance with article 49 (arbitration).

(5) TWUL must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 49 (arbitration), and after the grant to TWUL of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), and subject to sub-paragraph (7), if the undertaker gives notice in writing to TWUL that the undertaker desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, and TWUL gives its consent in writing (which shall not be unreasonably withheld or delayed and shall be subject to the provisions of sub-paragraph (7)), that work, instead of being executed by TWUL, may be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of TWUL.

(7) If by the end of the period of 56 days from the submission of the details relating to required removal works under sub-paragraph (1), the confirmation of the reasonable satisfaction of the construction and operation of alternative apparatus under sub-paragraph (2) or the carrying out of works pursuant to sub-paragraph (6) TWUL has not intimated their disapproval of those details and the grounds of such disapproval, the undertaker may give TWUL written notice requiring

TWUL to intimate approval or disapproval within a further period of 28 days beginning with the date upon which TWUL receives written notice from the undertaker and if by the expiry of the further 28 days TWUL has not intimated approval or disapproval, TWUL shall be deemed to have approved the details as submitted provided that such notification has been made in accordance with paragraph 56 (notices and applications).

(8) Any deemed approval under sub-paragraph (7) does not extend to the actual undertaking of the removal works, which remains the sole responsibility of TWUL or its contractors.

Facilities and rights for alternative apparatus

41.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to TWUL facilities and rights for the construction and maintenance of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and TWUL or in default of agreement settled by arbitration in accordance with article 49 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, the arbitrator will—

(a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptions of the alternative apparatus which may be required to prevent interference with the proposed works of the undertaker; and

(b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus constructed in or on the land for which the alternative apparatus is to be substituted; and

(c) give effect to the statutory obligations of TWUL and the undertaker.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to TWUL than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to TWUL as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

42.—(1) Not less than 56 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are within 5 metres of the outside face of any apparatus the removal of which has not been required by the undertaker under paragraph 40(2), the undertaker must submit to TWUL a plan of the works to be executed.

(2) The undertaker must not commence any works to which sub-paragraph (1) applies until TWUL has given written approval of the plan so submitted and such approval may be given subject to reasonable requirements for the purposes mentioned in sub-paragraph (3).

(3) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements or modifications as may be made in accordance with sub-paragraph (4) by TWUL for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and TWUL is entitled to watch and inspect the execution of those works upon giving at least three weeks' notice of such intended entry to watch and inspect, unless in an emergency.

(4) Any requirements made by TWUL as a condition of the approval under sub-paragraph (2) must be notified to the undertaker within a period of 35 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(5) If by the end of the period of 35 days from the submission of the details relating to required works under sub-paragraph (1) TWUL has not intimated their disapproval of those details and the grounds of such disapproval, the undertaker may give TWUL written notice requiring TWUL to

intimate approval or disapproval within a further period of 28 days beginning with the date upon which TWUL receives written notice from the undertaker and if by the expiry of the further 28 days TWUL has not intimated approval or disapproval, TWUL shall be deemed to have approved the details as submitted provided that such notification has been made in accordance with paragraph 56 (notices and applications).

(6) If TWUL in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 34 to 36 and 40 to 42 apply as if the removal of the apparatus had been required by the undertaker under paragraph 40(2).

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works (unless otherwise agreed with TWUL), a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(8) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency works but in that case must—

(a) give TWUL notice in accordance with paragraph 56 (notices and applications) as soon as is reasonably practicable;

(b) provide TWUL with a plan of those works as soon as reasonably practicable subsequently;

(c) carry out the works in accordance with industry best practice and guidelines on safe working near utilities;

(d) comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances; and

(e) keep the impact of those emergency works on TWUL's apparatus to a minimum.

(9) In this Part of this Schedule "emergency works" means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent which are likely to cause danger to persons or serious damage to property. Where works comprise items some of which fall within this definition, the expression "emergency works" shall be taken to include such of the items as do not fall within that definition as cannot reasonably be severed from those that do.

Expenses and costs

43.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to TWUL all expenses reasonably incurred and any compensation properly paid by TWUL in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any alternative apparatus which may be required in consequence of the execution of any such works as are referred to in paragraphs 40(2), 42(2) or 42(3).

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 49 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount

which apart from this sub-paragraph would be payable to TWUL by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

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

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

(5) An amount which apart from this sub-paragraph would be payable to TWUL in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on TWUL any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

44.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction, maintenance or failure of any of the works referred to in paragraph 42(2)42(2), any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or there is any interruption in the service provided by such apparatus or alternative apparatus, the undertaker must—

(a) bear and pay the cost reasonably and properly incurred by TWUL in making good such damage or restoring the service; and

(b) indemnify TWUL against all reasonable claims, penalties, demands, proceedings, costs, damages and expenses which are made or taken against or recovered from, or reasonably and properly incurred by TWUL, by reason or in direct consequence of any such damage or interruption.

(2) The fact that any act or thing may have been done by TWUL on behalf of the undertaker or in accordance with a plan approved by TWUL or in accordance with any requirement of TWUL or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless TWUL fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of TWUL, its officers, servants, contractors or agents.

(4) TWUL must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Cooperation

45. Where in consequence of the proposed construction of any of the authorised development, the undertaker or TWUL requires the removal of apparatus under paragraph 40(2) or TWUL makes requirements for the protection or alteration of apparatus under paragraph 42, the undertaker must use best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of TWUL's undertaking and TWUL must use its best endeavours to co-operate with the undertaker for that purpose.

46. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and TWUL in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

47. At all times the undertaker shall procure that its employees, contractors and subcontractors take all reasonable and proper precautions in exercise of powers conferred by this Order to ensure that as little damage, obstruction or interference is caused is caused to TWUL's undertaking as is reasonably practicable save that this obligation shall not prevent the construction or operation of the authorised development.

48. In this Part of this Schedule, where the agreement or approval of TWUL is required, such agreement or approval must not be unreasonably withheld or delayed.

Use of statutory powers

49. In the event that TWUL carries out any works involving apparatus, including under its own statutory powers, at the express written request of the undertaker then—

(a) this Part of this Schedule shall apply to such works and TWUL covenants to observe and comply with this Part of this Schedule irrespective of whether it is carrying out the works under its own statutory powers or in reliance on the powers conferred by the Order; and

(b) TWUL covenants to comply with the terms of the Order.

Ground works and surveys

50. The undertaker must provide written notice to TWUL as soon as reasonably practicable in the event they determine to alter the ground level more than 300mm within 5 metres laterally of the outside face of any apparatus. Upon receiving such notice, TWUL will determine if works under paragraphs 40(2) or 42(2) are necessary and the timescales in paragraphs 42(4) and 42(5) shall apply to such determination from the date of receipt of the notice.

51. The undertaker must provide written notice to TWUL as soon as reasonably practicable if they intend to survey using ground intrusive methods within 5 metres laterally of the outside face of any apparatus. Upon receiving such notice, TWUL will determine if works under paragraphs 40(2) or 42(2) are necessary and the timescales in paragraphs 42(4) and 42(5) shall apply to such determination from the date of receipt of the notice.

Consultation

52. The undertaker must consult with TWUL on draft documentation prior to the submission of any plan, scheme or strategy under requirements 7 (code of construction practice), 9 (construction traffic management plan), 10 (emergency preparedness and response plan), 12 (landscape, biodiversity, access and recreation delivery strategy) and 13 (surface and foul water drainage), to the relevant planning authority.

53. At least 56 days prior to the submission of the landscape, biodiversity, access and recreation delivery strategy ("LaBARDS") to the relevant planning authority in accordance with requirement 12, the undertaker must invite TWUL (in accordance with paragraph 56) to review and input into the LaBARDS proposed to be submitted to the relevant planning authority and the undertaker must include such reasonable suggestions made by TWUL in relation to the part of the Crossness Nature Reserve owned by TWUL.

54. If TWUL does not respond to the invitation to which paragraph 53 refers within the 56 day period, TWUL shall be deemed to have rejected the invitation and the undertaker may proceed to submitting the LaBARDS to the relevant planning authority without any input from TWUL.

55. Any dispute as to the reasonableness of any suggestions made by TWUL in accordance with paragraph 53 shall be referred to arbitration in accordance with article 49 (arbitration) and the undertaker may not submit the LaBARDS to the relevant planning authority for approval if a matter referred to arbitration remains undetermined.

Notices and applications

56. Notwithstanding any other provision of this Order, any—

(a) written notice to TWUL provided for in this Order; or

(b) application for the approval of TWUL made pursuant to article 21 (discharge of water),

must be made by email to devcon.team@thameswater or developer.services@thameswater.co.uk or such other contact details as may be provided by TWUL to the undertaker from time to time. In the case of emergencies, notice must also be given via the Thames Water website or such other contact details as may be provided by TWUL to the undertaker from time to time.

PART 5

FOR THE PROTECTION OF THE PORT OF LONDON AUTHORITY

57. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and the PLA, for the protection of the PLA in relation to the construction, maintenance, operation and decommissioning of the authorised development.

Interpretation

58. In this Part of this Schedule—

"construction" includes execution, placing, altering, removing, replacing, maintaining, relaying and renewal and, in its application to a specified work which includes or comprises any operation, means the carrying out of that operation and "construct" and "constructed" have corresponding meanings;

"core information" means the information (including information comprised in plans) regarding specified works or specified functions that the PLA may from time to time prescribe as being required to accompany any submission of plans for approval under paragraph 59, such information being that which the PLA publishes on its website from time to time as being required to accompanying an application for a works licence under section 66 (licensing of works) or, as the case may be, an application for a licence to dredge under section 73 (licensing of dredging, etc.) of the 1968 Act;

"the PLA Harbour Master" means the means any harbour master of the PLA and any of their authorised deputies and assistants and any person authorised by the PLA to act in that capacity;

"maintaining" does not include the activities listed in section 66(4) of the 1968 Act;

"plans" includes navigational risk assessments, plans, sections, elevations, drawings, specifications, programmes, construction methods and descriptions including, where applicable, such relevant hydraulic information about the river Thames as may be reasonably requested by the PLA and details of where the undertaker considers that paragraph 59(8), paragraph 59(10), article 8(2) or article 8(4) should apply to existing structures;

"specified function" means any function of the undertaker under this Order (except any function under articles 28 (compulsory acquisition of land), 30 (compulsory acquisition of rights) and 31 (acquisition of subsoil or airspace only), the exercise of which may affect the river Thames or any function of the PLA; and

"specified work" means—

(a) any part of the authorised development (which for this purpose includes the removal of any part of the authorised development or any decommissioning works), which—

(i) is, may be, or takes place in, on, under or over the surface of land below mean high water level forming part of the river Thames; or

(ii) may affect the river Thames or any function of the PLA; and

(b) any projection over the river Thames (whether inside or outside the Order limits) by any authorised work or any plant or machinery.

Approval of detailed design

59.—(1) The undertaker must not commence the construction of any specified work or the exercise of any specified function until plans of the work or function have been approved in writing by the PLA.

(2) The undertaker must submit to the PLA plans of the specified work or specified function together with all relevant core information and must thereafter provide such further particulars as the PLA may, within 20 business days starting with the day on which plans are submitted under this sub-paragraph, reasonably require, and the particulars so supplied are to provide all information necessary to enable the PLA to determine whether approval should be given and, if so, whether conditions should be imposed.

(3) Any approval of the PLA required under this paragraph must not be unreasonably withheld or delayed but may be given subject to such reasonable modifications, terms and conditions as the PLA may make for the protection of—

(a) traffic in, or the flow or regime of, the river Thames;

(b) the use of its land, or the river Thames, for the purposes of performing its functions; or

(c) the performance of any of its functions connected with environmental protection.

(4) Requirements made under sub-paragraph (3) may include conditions as to—

(a) the proposed location of any temporary work and its dimensions or the location where the specified function is proposed to be exercised;

(b) the programming of temporary works or the exercise of the specified function including the timing and management of giving up temporary possession;

(c) the removal of any temporary work and the undertaking by the undertaker of any related work or operation that the PLA considers to be necessary for the purpose of removing or preventing any obstruction to navigation;

(d) the relocation, provision and maintenance of works, moorings, apparatus and equipment necessitated by the specified work or specified function; and

(e) the expiry of the approval if the undertaker does not commence construction or carrying out of the approved specified work or exercise of the specified function within a prescribed period.

(5) Subject to sub-paragraph (6), an application for approval under this paragraph is deemed to have been refused if it is neither given nor refused—

(a) in the case of an application for approval under article 27 (power to dredge), within 40 business days of the paragraph 59 specified day; and

(b) in any other case, within 30 business days of the paragraph 59 specified day.

(6) An approval of the PLA under this paragraph is not deemed to have been unreasonably withheld or delayed if approval within the time limited by sub-paragraph (5) has not been given pending the outcome of any consultation on the approval in question that the PLA is obliged to carry out in the proper exercise of its functions.

(7) The undertaker must carry out all operations for the construction of any specified work or the specified function without unnecessary delay and to the reasonable satisfaction of the PLA so that traffic in, or the flow or regime of, the river Thames, and the exercise of the PLA's functions, do not suffer more interference than is reasonably practicable. The PLA is entitled at all reasonable times, on giving such notice as may be reasonable in the circumstances, to inspect and survey those operations and the undertaker must provide all reasonable facilities to enable that inspection and survey to take place.

(8) To the extent that the PLA approves under sub-paragraph (1) the carrying out of any specific works or the exercising of any specified functions outside of the limits of deviation of Work No.4, and the physical extent of any existing structures that are authorised by a works licence granted by

the PLA under section 66 (licensing of works) of the 1968 Act is changed or any of the existing structures are removed in their entirety as a result of the carrying out of that specified work or exercise of that specific function—

(a) such works shall not constitute a breach of that works licence;

(b) the undertaker must notify the holder of that works licence of the specified works or specified functions that are intended to be carried out on the existing structures, at least 30 business days before the specified works or specified functions are carried out;

(c) within 30 business days following the completion of that specified work or exercise of that specific function, the undertaker must provide the PLA with such information as the PLA may reasonably require as to the changed physical extent or to confirm the entire removal of those existing structures;

(d) unless sub-paragraph (10) applies, the PLA must within 30 business days of receipt of the information referred to in sub-paragraph (c) issue to the holder of the works licence granted by the PLA under section 66 (licensing of works) of the 1968 Act in respect of the existing structures in question a new licence to reflect—

(i) the physical changes to the existing structures; and

(ii) any changes to the conditions of the works licence it considers necessary to reflect the physical changes and to meet the requirements of the 1968 Act and the PLA's duties under it;

(e) from the date of its issue that new licence shall apply to the changed extent of the remaining existing structures in question, the existing works licence shall be revoked, the holder of the licence must comply with the conditions of the new licence and the 1968 Act shall apply to the remaining existing structures and works authorised by the new licence; and

(f) the holder of the works licence for the existing structures in questions shall have the right to appeal the conditions of any new works licence issued by the PLA under sub-paragraph (1)(b) of section 69 (appeal to board of trade) of the 1968 Act.

(9) Where sub-paragraph (8) applies, the undertaker must—

(a) compensate the holder of the works licence for any reasonable increase to the costs of that licence holder of complying with the conditions of the new works licence, compared to the costs of complying with the works licence that previously applied; and

(b) pay the reasonable costs of the PLA in complying with sub-paragraph (8)(d) and in connection with the reasonable costs of the PLA's participation in any appeal made under sub-paragraph (1)(b) of section 69 (appeal to board of trade) of the 1968 Act in connection with a new works licence issued under sub-paragraph (8)(f).

(10) To the extent that the PLA approves under sub-paragraph (1) the carrying out of any specific works or the exercising of any specified functions outside of the limits of deviation of Work No.4 and all existing structures that are authorised by a works licence granted by the PLA under section 66 (licensing of works) of the 1968 Act are removed in their entirety as a result of the carrying out of that specified work or exercise of that specific function, and article 8 does not apply—

(a) following the completion of that specified work or exercise of that specific function, the undertaker must provide the PLA with information to demonstrate that the existing structures have been removed in their entirety; and

(b) upon the PLA being satisfied that the existing structures have been removed in their entirety it must—

(i) notify the undertaker that it is so satisfied; and

(ii) write to the holder of the works licence to confirm that that works licence is terminated.

(11) Where sub-paragraph (10) applies, the undertaker must pay the reasonable costs of the PLA in complying with sub-paragraph (10)(b).

(12) In this paragraph—

"commence" includes the permitted preliminary works where they take place in the river Thames,

"plans" shall, in respect of the exercising of article 27, only mean such information which the PLA publishes on its website from time to time as being required to accompany an application for a licence to dredge under section 73 (licensing of dredging, etc.) of the 1968 Act and any documents required by the PLA pertaining to sampling, but not any other document listed under the definition of plans in paragraph 58, in respect of the exercising of article 27, and

"the paragraph 59 specified day" means, in relation to any specified work or specified function—

(a) the day on which plans and sections of that work or function are submitted to the PLA under sub-paragraph (1); or

(b) the day on which the undertaker provides the PLA with all further particulars of the work or function that have been requested by the PLA under that sub-paragraph, whichever is the later.

As built drawings

60. As soon as reasonably practicable following the completion of the construction of the authorised development, the undertaker must provide to the PLA as built drawings of any specified works in a form and scale to be agreed between the undertaker and the PLA to show the position of those works in relation to the river Thames.

Discharges, etc.

61.—(1) The undertaker must not without the consent of the PLA exercise the powers conferred by article 21 (discharge of water) so as to—

(a) deposit in or allow to fall or be washed into the river Thames any gravel, soil or other material;

(b) discharge or allow to escape either directly or indirectly into the river Thames any offensive or injurious matter in suspension or otherwise; or

(c) directly or indirectly discharge any water into the river Thames.

(2) Any consent of the PLA under this paragraph must not be unreasonably withheld or delayed but may be given subject to such terms and conditions as the PLA may reasonably impose.

(3) Any consent under this paragraph is deemed to have been given if it is neither given nor refused (or is refused but without an indication of the grounds for refusal) within 35 days of the day on which the request for consent is submitted under sub-paragraph (1).

62. The undertaker must not, in exercise of the powers conferred by article 21 (discharge of water), damage or interfere with the beds or banks of any watercourse forming part of the river Thames unless such damage or interference is approved as a specified work under this Order or otherwise forms part of the authorised development and is otherwise approved by the PLA.

Navigational lights, buoys, etc.

63.—(1) The undertaker must, at or near a specified work, a structure which remains in the river Thames by virtue of article 8 (interaction with the 1968 Act) or a location where a specified function is being exercised, exhibit such lights, lay down such buoys and take such other steps for preventing danger to navigation as the PLA may from time to time reasonably require.

(2) The PLA must give the undertaker not less than 20 business days' written notice of a requirement under sub-paragraph (1) except in the case of emergency when the PLA must give such notice as is reasonably practicable.

Directions as to lights

64. The undertaker must comply with any reasonable directions issued from time to time by the PLA Harbour Master with regard to the lighting of—

(a) a specified work or a structure which remains in the river Thames by virtue of article 8 (interaction with the 1968 Act); or

(b) the carrying out of a specified function or the use of apparatus for the purposes of such a function,

or the screening of such lighting, so as to ensure that it is not a hazard to navigation on the river Thames.

Permanent lights on tidal works

65. After the completion of a specified work the undertaker must at the outer extremity of that work exhibit every night from sunset to sunrise such lights, if any, and take such other steps, if any, for the prevention of danger to navigation as the PLA may from time to time direct.

Removal, etc. of the PLA's moorings and buoys

66.—(1) Subject to sub-paragraph (2), if by reason of the construction of any specified work or the exercise of any specified function it is reasonably necessary for the PLA to incur the cost of—

(a) temporarily or permanently altering, removing, re-siting, repositioning or reinstating existing moorings or aids to navigation (including navigation marks or lights) owned by the PLA;

(b) laying down and removing substituted moorings or buoys; or

(c) carrying out dredging operations for any such purpose,

not being costs which it would have incurred for any other reason, the undertaker must pay the costs reasonably so incurred by the PLA.

(2) The PLA must give to the undertaker not less than 20 business days' notice of its intention to incur such costs, and take into account any representations which the undertaker may make in response to the notice within 10 business days of the receipt of the notice.

Sedimentation, etc. remedial action

67.—(1) This paragraph applies if any part of the river Thames has become or is likely to become subject to sedimentation, scouring or other changes in the flow or regime of the river Thames which—

(a) is wholly or partly caused by a specified work or the carrying out of a specified function during the period beginning with the commencement of construction of the work or function and (subject to sub-paragraph (4)) ending with the expiration of six years after the date of completion of all the specified works comprised in the authorised development; and

(b) for the safety of navigation or for the protection of any works in the river Thames, should in the reasonable opinion of the PLA be removed or made good.

(2) Subject to sub-paragraph (3) the undertaker must either—

(a) pay to the PLA any additional expense to which the PLA may reasonably be put in dredging the river Thames to remove the sedimentation or in making good the scouring so far as (in either case) it is attributable to either or both the specified work and the specified function; or

(b) carry out the necessary dredging or work to make good the scouring at its own expense and subject to the prior approval of the PLA which may be subject to reasonable conditions but which may not be unreasonably withheld or delayed;

and the expenses payable by the undertaker under this sub-paragraph include any additional expenses accrued or incurred by the PLA in carrying out surveys or studies which may be agreed with the undertaker in connection with the implementation of this paragraph.

(3) If it is established that the sedimentation, scouring or other changes in the flow or regime of the river was partly caused by a specified work or a specified function and partly by another factor, the undertaker's liability under sub-paragraph (2) is apportioned accordingly.

(4) At any time before the expiry of the period of six years after the date of completion of Work No. 4 ("the completion date") the PLA may serve notice on the undertaker stating that in the opinion of the PLA the river Thames or any part of it may, after the expiry of that period, become subject to sedimentation, scouring or other changes in its flow or regime wholly or partly caused by a specified work or specified function. Any such notice must specify—

(a) the additional period (not exceeding 10 years after the completion date) during which the provisions of sub-paragraphs (1) and (2) ought to apply; and

(b) the PLA's reasons for reaching that opinion.

(5) On receipt of any such notice the undertaker may serve a counter-notice within 30 business days beginning on the day the notice was received, such notice to include details of the undertaker's objection to the PLA's notice or any conditions it may wish to impose on compliance by the undertaker with the PLA's notice.

(6) In the event that the PLA and the undertaker cannot agree the matters raised in the PLA's notice and the undertaker's counter-notice within two months from the service of the undertaker's counter-notice, either party may refer the matter to arbitration under paragraph 78.

(7) If the undertaker fails to serve a counter-notice or if it serves a counter-notice and the matter is either agreed between the PLA and the undertaker or determined pursuant to sub-paragraph (6), then the provisions of sub-paragraphs (1) and (2) will apply during such additional period as is specified in the PLA's notice or as may be so agreed or determined.

Removal of temporary works

68.—(1) On completion of the construction of the whole or any part of a permanent specified work, the undertaker must—

(a) as soon as reasonably practicable after such completion seek approval under paragraph 59 for the removal required by sub-paragraph (b); and

(b) as soon as reasonably practicable after the grant of that approval under paragraph 59 remove—

(i) in the case of completion of part of a permanent specified work, any temporary tidal work (other than a residual structure) carried out only for the purposes of that part of the permanent specified work;

(ii) on completion of all the specified works, any remaining temporary tidal work (other than a residual structure); and

(iii) in either case, any materials, plant and equipment used for such construction,

and make good the site to the reasonable satisfaction of the PLA.

(2) For the purposes of the undertaker making good the site in accordance with sub-paragraph (1)(b), the PLA may require that—

(a) any residual structure is cut off by the undertaker at such level below the bed of the river Thames as the PLA may reasonably direct; and

(b) the undertaker takes such other steps to make the residual structure safe as the PLA may reasonably direct.

(3) As soon as reasonably practicable after the undertaker has complied with the PLA's requirements under sub-paragraphs (1) and (2) in relation to any residual structure, the PLA will grant the undertaker a works licence for that structure under section 66 (licensing of works) of the 1968 Act, and the terms of the licence are to reflect such requirements.

(4) For the avoidance of doubt, article 8 (interaction with the 1968 Act) will not apply to a residual structure which will, accordingly, be subject to sections 66 to 75 of the 1968 Act.

(5) In this paragraph—

"residual structure" means any part of a temporary tidal work that the PLA agrees cannot reasonably be removed by the undertaker on completion of the construction of the permanent specified works; and

"tidal work" means any specified work any part of which is, or may be, or, in, under or over the surface of land below mean high water level forming part of the river Thames.

Protective action

69.—(1) If any specified work or the exercise of any specified function—

(a) is constructed or carried out otherwise than in accordance with the requirements of this Part of this Schedule or with any condition in an approval given under paragraph 59(4); or

(b) during construction or carrying out gives rise to sedimentation, scouring, currents, wave action, or worsening of the condition of the river bed, which would be materially detrimental to traffic in, or the flow or regime of, the river Thames,

then the PLA may by notice in writing require the undertaker at the undertaker's own expense to comply with the remedial requirements specified in the notice.

(2) The requirements that may be specified in a notice given under sub-paragraph (1) are—

(a) in the case of a specified work or specified function to which sub-paragraph (1)(a) applies, such requirements as may be specified in the notice for the purpose of giving effect to the requirements of—

(i) this Part of this Schedule; or

(ii) the condition that has been breached; or

(b) in any case within sub-paragraph (1)(b), such requirements as may be specified in the notice for the purpose of preventing, mitigating or making good the sedimentation, scouring, currents, wave action, or material worsening of the condition of the river bed, so far as required by the needs of traffic in, or the flow or regime of, the river Thames.

(3) If the undertaker does not comply with a notice under sub-paragraph (1), or is unable to do so then the PLA may in writing require the undertaker to—

(a) remove, alter or pull down the specified work, and where the specified work is removed to restore the site of that work (to such extent as the PLA reasonably requires) to its former condition; or

(b) take such other action as the PLA may reasonably specify for the purpose of remedying the non-compliance to which the notice relates.

(4) If a specified work gives rise to materially new or materially different environmental effects than those identified in any environmental document, the undertaker must, in compliance with its duties under any enactment, take such action as is necessary to prevent or mitigate adverse environmental impacts and in so doing must consult and seek to agree the necessary measures with the PLA.

(5) If the PLA becomes aware that any specified work is causing materially new or materially different environmental effects than those identified in any environmental document, the PLA must notify the undertaker of that environmental impact, the reasons why the PLA believes that an adverse environmental impact is being caused by the specified work and of measures that the PLA reasonably believes are necessary to counter or mitigate that adverse environmental impact. The undertaker must implement either the measures that the PLA has notified to the undertaker or such other measures as the undertaker believes are necessary to counter the adverse environmental impact identified, giving reasons to the PLA as to why it has implemented such other measures.

(6) In this paragraph "environmental document" means—

(a) the environmental statement; and

(b) any other document containing environmental information provided by the undertaker to the PLA for the purposes of any approval under paragraph 59.

Abandoned or decayed works

70.—(1) If a specified work or a structure which remains in the river Thames by virtue of article 8 (interaction with the 1968 Act) is abandoned or falls into decay, the PLA may by notice in writing require the undertaker to take such reasonable steps as may be specified in the notice either to repair or restore the specified work or structure, or any part of it, or to remove the specified work or structure and (to such extent and within such limits as the PLA reasonably requires) restore the site of that work to its condition prior to the construction of the specified work or structure.

(2) If any specified work or structure which remains in the river Thames by virtue of article 8 (interaction with the 1968 Act) is in such condition that it is, or is likely to become, a danger to or an interference with navigation in the river Thames, the PLA may by notice in writing require the undertaker to take such reasonable steps as may be specified in the notice—

(a) to repair and restore the work or structure or part of it; or

(b) if the undertaker so elects, to remove the specified work or structure and (to such extent as the PLA reasonably requires) to restore the work or structure to its former condition.

(3) If on the expiration of such reasonable period as may be specified in a notice under this paragraph the work specified in the notice has not been completed to the satisfaction of the PLA, the PLA may undertake that work and any expenditure reasonably incurred by the PLA in so doing is recoverable from the undertaker.

Facilities for navigation

71.—(1) The undertaker must not in the exercise of the powers conferred by this Order interfere with any marks, lights or other navigational aids in the river Thames without the consent of the PLA, and must ensure that access to such aids remains available during and following construction of any specified work or the exercise of any specified function.

(2) The undertaker must provide at any specified work, or must afford reasonable facilities at such work (including an electricity supply) for the PLA to provide at the undertaker's cost, from time to time such navigational lights, signals, radar or other apparatus for the benefit, control and direction of navigation as the undertaker or the PLA may deem necessary by reason of the construction and presence of the specified work and must ensure access remains available to such facilities during and following construction of the specified work.

Survey of riverbed

72.—(1) The PLA may, at the undertaker's expense (such expense to be that which is reasonably incurred), carry out a survey (or externally procure the carrying out of a survey) for the purpose of establishing the condition of the river Thames—

(a) before the commencement of construction of the first specified work below mean high water level to be constructed following approval under paragraph 59;

(b) before the commencement of construction of any other specified work, or the carrying out of any other specified function, approved under paragraph 59;

(c) during the construction of any specified work, or the carrying out of any specified function, as is reasonably required, and

(d) after completion of, respectively—

(i) any specified work and the exercise of all related specified functions; and

(ii) all the specified works constructed and specified functions carried out under this Order in relation to such construction,

of such parts of the river Thames as might be affected by sedimentation, scouring, currents, wave action or material worsening of the condition of the river bed that might result from the construction of the relevant specified work, or the carrying out of a specified function as would, if it were to be constructed or carried out, constitute specified works, or give rise to operations, below mean high water level.

(2) Except where it relates to the authorised navigational channel of the river Thames or in an emergency, the PLA may only carry out surveys under sub-paragraph (1)(c)—

(a) if it has given at least 14 days' notice of its intention to do so to the undertaker (unless otherwise agreed by the undertaker);

(b) if the timing of the survey has been agreed in advance of the surveys by the undertaker; and

(c) subject to the undertaker's ability to refuse access for surveys if the undertaker considers that the carrying out of surveys at that time would lead to safety concerns in the construction of the specified work or the carrying out of the specified function.

(3) The PLA must make available to the undertaker the results of any survey carried out under this paragraph.

(4) The PLA must not under this paragraph carry out a survey of any part of the river Thames in respect of which the undertaker has provided to the PLA survey material which the PLA is satisfied establishes the condition of the river Thames, and in the case of a survey under sub-paragraph (1)(b), the effect of the specified works and the specified functions.

(5) A survey carried out under this paragraph is the property of the PLA.

Consideration for dredged material

73.—(1) The undertaker must pay to the PLA for material dredged by the undertaker under this Order from so much of the river Thames of which the freehold is vested in the PLA, consideration calculated at a rate agreed between them and otherwise in accordance with this paragraph.

(2) The consideration due under sub-paragraph (1) applies only in respect to material dredged in the course of the construction of the authorised development based on the quantity of such material that—

(a) is not used for the construction of the authorised development; and

(b) is sold by the undertaker or by any other person exercising any powers under this Order.

Restriction on powers contained in Part 3 of this Order

74. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order—

(a) nothing contained in Part 3 of this Order nor article 39 (statutory undertakers) authorises the acquisition of any interest in, or the acquisition, appropriation, interference, overriding or extinguishment of any right in, on or over, or the imposing of restrictive covenants in any Order land (including airspace and subsoil) if the interest or right or the land to be affected by the restrictive covenant is (at the time of the proposed acquisition, appropriation, interference, overriding, extinguishment or the imposition of the restrictive covenant) land, airspace, subsoil or a right is vested in the PLA; and

(b) nothing contained in article 37 (temporary use of land for carrying out the authorised development) or article 38 (temporary use of land for maintaining the authorised development) authorises the entering on and taking temporary possession or the entering of land (including airspace and subsoil) to gain access for maintenance in any Order land if the land at the time of the proposed entry the land, airspace or subsoil is vested in the PLA.

Protection for the PLA's functions

75.—(1) Subject to article 8 (interaction with the 1968 Act) the exercise in, under or over the river Thames by the undertaker of any of its functions under this Order is subject to—

(a) any enactment relating to the PLA;

(b) any byelaw, direction or other requirement made by the PLA or the PLA Harbour Master under any enactment; and

(c) any other exercise by the PLA or the PLA Harbour Master of any function conferred by or under any enactment.

(2) The undertaker must not take any action in the river Thames in relation to the removal from the Order limits of any vessel or other thing except with the consent of the PLA Harbour Master, which must not be unreasonably withheld or delayed.

Indemnity

76.—(1) The undertaker is responsible for and must make good to the PLA all financial costs, charges, damages, losses or expenses which may be incurred reasonably or suffered by the PLA by reason of—

(a) the construction or operation of a specified work or its failure;

(b) the exercise of any specified function; or

(c) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged on the construction or operation of a specified work or exercise of a specified function dealing with any failure of a specified work,

and the undertaker must indemnify the PLA from and against all claims and demands arising out of or in connection with the specified works or specified functions or any such failure, act or omission.

(2) The undertaker will pay to the PLA its proper and reasonable legal costs, professional fees and disbursements incurred in connection with reviewing detailed design information, construction information and any other information submitted to the PLA in respect of a specified work or a specified function.

(3) The undertaker will pay to the PLA the proper and reasonable costs of any notice to mariners that are required to be issued as a result of article 25(6) (works in the River Thames: conditions).

(4) The fact that any act or thing may have been done—

(a) by the PLA on behalf of the undertaker; or

(b) by the undertaker, its employees, contractors or agents in accordance with plans or particulars submitted to or modifications or conditions specified by the PLA, or in a manner approved by the PLA, or under its supervision or the supervision of its duly authorised representative,

does not (if it was done or required without negligence on the part of the PLA or its duly authorised representative, employee, contractor or agent) excuse the undertaker from liability under the provisions of this paragraph.

(5) The PLA must give the undertaker reasonable notice of any such claim or demand as is referred to in sub-paragraph (1) and no settlement or compromise of it is to be made without the prior consent of the undertaker.

Consultation

77.—(1) The undertaker must consult with the PLA on draft documentation, prior to the submission of any plan, scheme or strategy under requirements 7 (code of construction practice), 10 (emergency preparedness and response plan), 11 (lighting strategy), 16 (jetty works environmental design scheme) and 23 (decommissioning environmental management plan) which relate to Work No. 4, to the relevant planning authority.

(2) The undertaker must consult with the PLA on any updates to a plan, scheme or strategy approved under requirements 7 (code of construction practice), 10 (emergency preparedness and response plan), 11 (lighting strategy), 16 (jetty works environmental design scheme) and 23 (decommissioning environmental management plan) which relate to Work No. 4, prior to submission to the relevant planning authority under requirement 3 (approved details and amendments to them).

Disputes

78. Subject to any protocol agreed in writing by the parties, any dispute arising between the undertaker and the PLA under this Part of this Schedule is to be determined by arbitration as provided in article 49 (arbitration).

PART 6

FOR THE PROTECTION OF UK POWER NETWORKS LIMITED, LONDON POWER NETWORKS PLC AND SOUTH EASTERN POWER NETWORKS PLC

79. For the protection of the utility undertakers referred to in this Part of this Schedule, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

80. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

"apparatus" means electric lines or electrical plant (as defined in the Electricity Act 1989), belonging to or maintained by that utility undertaker;

"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

"utility undertaker" means—

(a) UK Power Networks Limited, whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP;

(b) London Power Networks plc, whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP;

(c) South Eastern Power Networks plc, whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP;

(d) for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

81. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

82. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 16 (temporary prohibition or restriction of use of streets, private means of access and public rights of way and authorising vehicular use on public rights of way), a utility undertaker 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 prohibition or restriction was in that street.

83. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than with the prior written agreement of the utility undertaker.

84.—(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 the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land 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 the utility undertaker in question in accordance with sub-paragraphs (2) to (6).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question 28 days' written notice of that requirement, together with a plan 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 a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use 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 utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 49 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 49 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that it desires itself to execute any work, or part of any work, in connection with the removal of apparatus or construction of alternative apparatus in any land controlled by the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay and only in accordance with plans approved by the utility undertaker, such approval may be subject to such reasonable conditions including but not limited to the undertaker entering into an assets protection agreement with the utility undertaker as the utility undertaker deems necessary. The undertaker must carry out the works under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker subject to the utility undertaker's reasonable specification.

85.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 49 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

86.—(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 85, the undertaker must submit to the utility undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 28 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 79 to 85 apply as if the removal of the apparatus had been required by the undertaker under paragraph 84(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

87.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 84(2).

(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 49 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this

Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) 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 84(2); and

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

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1) if the works include the placing of apparatus provided in substitution for apparatus placed more than seven years and six months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

88.—(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 84(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

(a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker, by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph 84(2)imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker 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.

89. Where in consequence of the proposed construction of any of the authorised development, the undertaker or a utility undertaker requires the removal of apparatus under paragraph 84(2) or a utility undertaker makes requirements for the protection or alteration of apparatus under paragraph 86, the undertaker must use reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the utility undertaker's undertaking and each utility undertaker must use its reasonable endeavours to co-operate with the undertaker for that purpose.

90. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaking in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 7

FOR THE PROTECTION OF SOUTHERN GAS NETWORKS PLC AS GAS UNDERTAKER

Application

91. For the protection of SGN the following provisions will, unless otherwise agreed in writing between the undertaker and SGN, have effect.

Interpretation

92. In this Part of this Schedule—

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of SGN to enable SGN to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables or other apparatus belonging to or maintained by SGN for the purposes of gas distribution together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of SGN for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised works" has the same meaning as is given to the term "authorised development" in article 2 (interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

"commence" has the same meaning as in article 2 (interpretation) and commencement is to be construed to have the same meaning save that for the purposes of this Part of the Schedule the terms "commence" and "commencement" include the permitted preliminary works;

"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 SGN (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, requires the undertaker to submit for SGN's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"maintain" and "maintenance" shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of SGN including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"parent company" means a parent company of the undertaker acceptable to SGN and which shall have been approved by SGN acting reasonably;

"rights" includes rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

"SGN" means Southern Gas Networks plc or its successors in title or successor bodies and/or any successor as a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986.

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which—

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under sub-paragraph 97(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 97(2) or otherwise;

"undertaker" means the undertaker as defined in article 2 (interpretation) of this Order.

On Street Apparatus

93.—(1) Except for paragraphs 94 (apparatus of SGN in stopped up streets), 97 (removal of apparatus) in so far as sub-paragraph 94(2) applies, 98 (facilities and rights for alternative apparatus) in so far as sub-paragraph (2) below applies, 99 (retained apparatus: protection of SGN), 100 (expenses) and 101 (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 SGN, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and SGN are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

(2) Paragraphs 97 and 98 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 existing adopted public highway.

Apparatus of SGN in stopped up streets

94.—(1) Without prejudice to the generality of any other protection afforded to SGN elsewhere in the Order, where any street is stopped up under article 15 (permanent stopping up of specified street and private means of access) if SGN has any apparatus in the street or accessed via that street SGN will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to SGN, or will procure the granting to SGN of, legal easements reasonably satisfactory to SGN in respect of such apparatus and access to it prior to the stopping up of any such street or highway, but nothing in this paragraph affects any right of the undertaker or of SGN to require the removal of that apparatus under paragraph 97.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 16 (temporary prohibition or restriction of use of streets, private means of access and public rights of way and authorising vehicular use on public rights of way), SGN will be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Protective works to buildings

95.—(1) The undertaker, in the case of the powers conferred by article 23 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of SGN 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 SGN or any interruption in the supply of gas by SGN, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably incurred by SGN in making good such damage or restoring the supply; and, subject to sub-paragraph (2), shall—

(a) pay compensation to SGN for any loss sustained by it; and

(b) indemnify SGN against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by SGN, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of SGN or its contractors or workmen; and SGN will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made by SGN, 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

96.—(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 SGN otherwise than by agreement.

(2) The undertaker and SGN agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by SGN and/or other enactments relied upon by SGN as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule prevail.

(3) Any agreement or consent granted by SGN under paragraph 99 or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

(4) As a condition of an agreement between the parties in sub-paragraph (1) that involves decommissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement and/or other interest of SGN in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release SGN from all liabilities in respect of such decommissioned apparatus from the date of such surrender.

(5) Where an undertaker acquires land which is subject to any SGN right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 97 do not apply, the undertaker must—

(a) retain any notice of SGN's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and

(b) (where no such notice of SGN's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of SGN's easement, right or other interest in relation to such acquired land; and

(c) provide up to date official entry copies to SGN within 20 business days of receipt of such up to date official entry copies.

Removal of apparatus

97.—(1) If, in the exercise of the agreement reached in accordance with paragraph 91 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of SGN to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation to the reasonable satisfaction of SGN and in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to SGN advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order SGN reasonably needs to move or remove any of its apparatus) the undertaker must afford to SGN to its satisfaction (taking into account sub-paragraph 98(1) below) 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 SGN 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 SGN in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus).

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, SGN 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 obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation does not extend to the requirement for SGN 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 SGN and the undertaker.

(5) SGN must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to SGN of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to SGN 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

98.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for SGN facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and SGN and must be no less favourable on the whole to SGN than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by SGN.

(2) If the facilities and rights to be afforded by the undertaker and agreed with SGN under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to SGN than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed then the terms and conditions to which those facilities and rights are subject in the matter are

referred to arbitration in accordance with paragraph 105 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to SGN as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of SGN

99.—(1) Not less than 56 days before the commencement of any specified works, the undertaker must where reasonably required by SGN submit to SGN a plan and, a ground monitoring scheme in respect of those works.

(2) In relation to works which will or may be situated on, over, under or within (a) ten metres measured in any direction of any apparatus, or (b) involve embankment works within ten metres of any apparatus, the plan to be submitted where reasonably required to SGN under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until SGN has given written approval of the plan so submitted.

(4) Any approval of SGN required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and

(b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, SGN may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraphs (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and SGN and in accordance with all conditions imposed under sub-paragraph (4)(a), and SGN will be entitled to watch and inspect the execution of those works.

(7) Where SGN requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to SGN's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and SGN must give 45 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If SGN, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 91 to 93 and 96 to 98 apply as if the removal of the apparatus had been required by the undertaker under paragraph 97(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before 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 will apply to and in respect of the new plan.

(10) The undertaker is not 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 SGN notice as soon as is reasonably practicable and a plan of those works and must comply with—

(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (11) at all times.

(11) As soon as reasonably practicable after any ground subsidence event which is known to or may have affected apparatus attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that SGN retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 100.

Expenses

100.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SGN on demand all charges, costs and expenses reasonably anticipated or incurred by SGN in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or rights or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by SGN in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by SGN as a consequence of SGN—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 97(3) if it elects to do so; and/or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting SGN;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(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;

(g) any watching brief pursuant to paragraph 99(6).

(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 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 article 49 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this

Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to SGN by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible 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 is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

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

Indemnity

101.—(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 the undertaker) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of SGN, or there is any interruption in any service provided, or in the supply of any goods, by SGN, or SGN becomes liable to pay any amount to any third party, the undertaker must—

(a) bear and pay on demand the cost reasonably incurred by SGN in making good such damage or restoring the supply; and

(b) indemnify SGN for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from SGN, by reason or in consequence of any such damage or interruption or SGN becoming liable to any third party as aforesaid other than arising from any default of SGN.

(2) The fact that any act or thing may have been done by SGN on behalf of the undertaker or in accordance with a plan approved by SGN or in accordance with any requirement of SGN or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless SGN 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 or as otherwise agreed between the undertaker and SGN.

(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 SGN, 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 SGN 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 10 (consent to transfer benefit of the 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 will be subject to the full terms of this Part of this Schedule including this paragraph.

(4) SGN 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 their representations.

(5) SGN must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, SGN must provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 101 for claims reasonably incurred by SGN.

Enactments and agreements

102. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between SGN and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and SGN in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

103.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or SGN requires the removal of apparatus under paragraph 97(2) or SGN makes requirements for the protection or alteration of apparatus under paragraph 99, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of SGN's undertaking and SGN must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever SGN's consent, agreement or approval is required in relation to plans, documents or other information submitted by SGN or the taking of action by SGN, it must not be unreasonably withheld or delayed.

Access

104. If in consequence of the agreement reached in accordance with paragraph 96(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable SGN to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

105. Save for differences or disputes arising under paragraphs 97(2), 97(4), 98(1) and 99, any difference or dispute arising between the undertaker and SGN under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and SGN, be determined by arbitration in accordance with article 49 (arbitration).

Notices

106. The plans submitted to SGN by the undertaker pursuant to paragraph 99(1) must be sent to SGN at 1 Forbury Place, 43 Forbury Road, Reading, Berkshire RG1 3JH or such other address as SGN may from time to time appoint instead for that purpose and notify to the undertaker.

PART 8

FOR THE PROTECTION OF REPL

107. For the protection of REPL as referred to in this Part of this Schedule the following provisions have effect unless otherwise agreed in writing between the undertaker and REPL.

108. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable REPL to fulfil its functions in a manner no less efficient than previously;

"apparatus" means any electric cables, electrical plant, drains, mains, sewers, pipes, conduits or any other apparatus belonging to or maintained by REPL and used for, or for purposes connected with, waste treatment and disposal and the generation, transmission, distribution or supply of electricity and/or heat generated at the REPL facility and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised development" has the same meaning as in article 2 (interpretation) of this Order;

"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, across, along or upon such land;

"internal street" means any roads that service the REPL facility and which are located within the REPL facility perimeter;

"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;

"REPL facility" means the energy from waste facility and associated infrastructure known as Riverside 2 at Norman Road, Belvedere, Bexley, Kent;

"REPL facility perimeter" means that part of the Order land identified as plots 1-048, 1-049, 1-051, 1-054, 1-055, 1-059, 1-060, 1-061, 1-064, 1-065, 1-066, 1-068, 1-070, 1-071, 1-075, 1-081, 1-082, 1-085, 1-088 and 1-115 on the land plans; and

"REPL land" means that part of the Order land in the freehold ownership of REPL which, as at the date upon which this Order comes into force pursuant to article 1 (citation and commencement), are those plots identified as being in the freehold ownership of REPL in the book of reference.

109. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus within the REPL land otherwise than by agreement.

110. The undertaker must ensure that REPL is at liberty at all times to, except in the case of where to do so would, in the undertaker's discretion, lead to adverse safety impacts—

(a) take all necessary access across any street used to access the REPL facility (including any internal street), including in cases where that street has been temporarily stopped up under article 16 (temporary prohibition or restriction of use of streets, private means of access and public rights of way and authorising vehicular use on public rights of way) or is subject to any traffic regulation measure pursuant to article 20 (traffic regulation measures); and

(b) execute and do all such works and things in, upon or under any such street (including any internal street) used to access the REPL facility, including in cases where that street has been temporarily stopped up under article 16 (temporary prohibition or restriction of use of streets, private means of access and public rights of way and authorising vehicular use on public rights of way), or is subject any traffic regulation measure pursuant to article 20 (traffic regulation measures), as may be reasonably necessary or desirable to enable it to maintain any apparatus which is in that street (including any internal street) used to access the REPL facility.

111.—(1) If, in the exercise of the powers conferred by this Order, the undertaker—

(a) acquires any interest in the REPL land in which any apparatus is placed or over which access to any apparatus is enjoyed; or

(b) requires that REPL's apparatus within the REPL land is relocated, diverted or removed, any right of REPL to any part of the REPL land and/or to maintain that apparatus in that land and to gain access to it must not be extinguished, and that apparatus must not be relocated, diverted or removed, until equivalent rights have been granted to REPL for alternative apparatus and equivalent alternative apparatus has vested in REPL and (in relation to apparatus) has been constructed and is in operation, and access to it has been provided. The location of equivalent alternative apparatus and rights for the equivalent alternative apparatus must in each case be agreed between the undertaker and REPL before any step is taken to extinguish, relocate, divert or remove as aforesaid.

(2) If, for the purpose of executing any works in, on or under the REPL land, the undertaker requires the relocation, diversion or removal of any apparatus placed in the REPL land, the undertaker must give to REPL for approval written notice of that requirement, a plan and section of the work proposed and of the proposed position of the alternative apparatus together with a timetable for when the alternative apparatus is to be provided or constructed by the undertaker.

(3) The approval of REPL under sub-paragraph (2) must not be unreasonably withheld or delayed and if by the end of the period of 28 days beginning with the date on which the notice, plan, section and timetable have been supplied to REPL, REPL has not intimated approval or disapproval of such notice, plan, section and timetable and the grounds of disapproval, REPL is deemed to have approved the said notice, plan, section and timetable as submitted.

(4) When giving its approval under sub-paragraph (2), REPL may specify such reasonable requirements that are necessary in the provision or construction of the alternative apparatus.

(5) In the event that REPL issues a disapproval to the notice, plan, section and timetable within the 28 day period referred to in sub-paragraph (3), the undertaker may refer the matter to arbitration in accordance with article 49 (arbitration).

(6) Subject to sub-paragraph (8), any alternative apparatus to be provided or constructed pursuant to this paragraph must be provided or constructed by the undertaker within a timescale, to a standard and in such manner and in such line or situation as is agreed with REPL or in default of agreement settled by arbitration in accordance with article 49 (arbitration).

(7) Where the alternative apparatus is to be provided or constructed on land of the undertaker and once the undertaker has provided or constructed the alternative apparatus, the undertaker must grant REPL the necessary rights to access and maintain the alternative apparatus on that land.

(8) If in the approval to the notice, plan, section and timetable under sub-paragraph (2) or by the end of the period of 28 days beginning with the date on which the arbitrator settles the alternative apparatus to be provided or constructed, REPL gives notice to the undertaker that it desires to provide or construct the alternative apparatus and this is agreed to by the undertaker, (acting reasonably) REPL, after the grant to REPL of the rights as are referred to in sub-paragraph (9), must proceed without unnecessary delay to provide and 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.

(9) Where REPL is to provide or construct the alternative apparatus, and the alternative apparatus is to be provided or constructed on land of the undertaker, the undertaker must grant REPL the necessary rights to provide or construct the alternative apparatus on that land and grant REPL the necessary rights to access and maintain the alternative apparatus on that land.

112.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to REPL rights in land of the undertaker for the construction and maintenance of alternative apparatus in substitution for apparatus to be removed, those rights must be granted upon such terms and conditions as may be agreed between the undertaker and REPL or in default of agreement settled by arbitration in accordance with article 49 (arbitration).

(2) If the rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those rights are to be granted, are in the opinion of the arbitrator materially less favourable on the whole to REPL than the rights enjoyed by it in respect

of the apparatus to be removed and the terms and conditions to which those rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to REPL as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

113.—(1) Not less than 28 days before starting the execution of any works in, on or under the REPL land that may materially affect the operation of the REPL facility, the undertaker must submit to REPL for approval a plan, section and description of the works to be executed and a timetable for when such works are to be carried out.

(2) The approval of REPL under sub-paragraph (1) must not be unreasonably withheld or delayed and if by the end of the period of 28 days beginning with the date on which the plan, section, description and timetable have been supplied to REPL, REPL has not intimated disapproval of such plan, section, description and timetable and the grounds of disapproval, REPL is deemed to have approved the said plan, section description and timetable as submitted.

(3) When giving its approval under sub-paragraph (1), REPL may specify such reasonable requirements which in REPL's opinion are necessary in the execution of the works.

(4) The works described in sub-paragraph (1) must be executed only in accordance with the plan, section, description and timetable submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be given in accordance with sub-paragraph (3) by REPL. Where REPL reasonably requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to REPL's reasonable satisfaction prior to the works described in sub-paragraph (1).

(5) In the event that REPL issues a disapproval to the plan, section, description and timetable within the 28 day period referred to in sub-paragraph (1), the undertaker may refer the matter to arbitration in accordance with article 49 (arbitration).

(6) 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.

(7) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency works (as defined in the 1991 Act) but in that case it must give to REPL 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-paragraphs (3) and (4) in so far as is reasonably practicable in the circumstances.

114.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to REPL the reasonable expenses incurred by REPL in, or in connection with, the inspection, removal, alteration or protection of any apparatus within the REPL land or the provision or construction of any alternative apparatus which REPL elects to carry out itself as referred to in paragraph 111(8).

(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 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 49 (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 REPL by virtue of sub-paragraph (1) will 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 111(2); 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.

(c) an amount which apart from this sub-paragraph would be payable to REPL 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 REPL 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.

115. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and REPL in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

116. Where in consequence of the proposed construction or maintenance of any part of the authorised development, the undertaker or REPL requires the removal of apparatus or REPL makes requirements for the protection or alteration of apparatus, the undertaker shall use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution and maintenance of the authorised development and taking into account the need to ensure the safe and efficient operation of REPL's undertaking and REPL shall use its reasonable endeavours to co-operate with the undertaker for that purpose.

117. If in consequence of any agreement reached or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable REPL to maintain or use the apparatus no less effectively than was possible before such obstruction.

118.—(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 or in consequence of the construction, use, maintenance or failure of any part of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by the undertaker) in the course of carrying out such works, use or maintenance, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of REPL, or there is any interruption in any service provided, or in the supply of any goods, by REPL, or REPL becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand the cost reasonably incurred by REPL in making good such damage or restoring the supply; and

(b) indemnify REPL for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from REPL, by reason or in consequence of any such damage or interruption or REPL becoming liable to any third party as aforesaid other than arising from any default of REPL.

(2) The fact that any act or thing may have been done by REPL on behalf of the undertaker or in accordance with a plan approved by REPL or in accordance with any requirement of REPL or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless REPL 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 or as otherwise agreed between the undertaker and REPL.

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of–

(a) any damage or interruption to the extent that it is attributable to the neglect or default of REPL, its officers, servants, contractors or agents; and

(b) any part of the authorised development and/or any other works authorised by this Part of this Schedule carried out by REPL, whether pursuant to article 9 (benefit of this Order) or as an assignee, transferee or lessee of a person with the benefit of the Order pursuant to section 156 (benefit of order granting development consent) of the Planning Act 2008 or article 10 (consent to transfer benefit of the Order) subject to the proviso that once such works become apparatus, any part of the authorised development yet to be executed and not falling within this sub-paragraph will be subject to the full terms of this Part of this Schedule including this paragraph.

(4) REPL 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 their representations.

(5) REPL must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, REPL shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph for claims reasonably incurred by REPL.

PART 9

FOR THE PROTECTION OF EACH RRRL ENTITY

119. For the protection of each RRRL Entity as referred to in this Part of this Schedule the following provisions have effect unless otherwise agreed in writing between the undertaker and the applicable RRRL Entity.

120. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable each RRRL Entity to fulfil its functions in a manner no less efficient than previously;

"apparatus" means any electric cables, electrical plant, drains, mains, sewers, pipes, conduits or any other apparatus belonging to or maintained by any RRRL Entity and used for, or for purposes connected with, waste treatment and disposal and the generation, transmission, distribution or supply of electricity and/or heat generated at the RRRL facility and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised development" has the same meaning as in article 2 (interpretation) of this Order;

"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, across, along or upon such land;

"internal street" means any roads that service the RRRL facility and which are located within the RRRL facility perimeter;

"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;

"RRRL facility" means the energy from waste facility and associated infrastructure known operated at the date of this Order by RRRL at Norman Road, Belvedere, Bexley, Kent;

"RRRL facility perimeter" means that part of the Order land identified as plots 1-008, 1-009, 1-019, 1-032, 1-034, 1-035, 1-037, 1-039, 1-040, 1-043, 1-045, 1-048, 1-049, 1-051, 1-052, 1-054, 1-055, 1-056, 1-058, 1-059, 1-060, 1-061, 1-062, 1-063, 1-064, 1-065, 1-066, 1-067, 1-069, 1-071, 1-073, 1-074, 1-075, 1-076, 1-077, 1-078, 1-079, 1-080, 1-084, 1-086, 1-087, 1-091, 1-096, 1-105, 1-109 and 1-112 on the land plans; and

"RRRL land" means that part of the Order land in the freehold ownership of RRRL which, as at the date upon which this Order comes into force pursuant to article 1 (citation and commencement), are those plots identified as being in the freehold ownership of RRRL in the book of reference.

121. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus within the RRRL land otherwise than by agreement.

122. The undertaker must ensure that each RRRL Entity is at liberty at all times to, except in the case of where to do so would, in the undertaker's discretion, lead to adverse safety impacts—

(a) take all necessary access across any street used to access the RRRL facility (including any internal street), including in cases where that street has been temporarily stopped up under article 16 (temporary prohibition or restriction of use of streets, private means of access and public rights of way and authorising vehicular use on public rights of way) or is subject any traffic regulation measure pursuant to article 20 (traffic regulation measures); and

(b) execute and do all such works and things in, upon or under any such street (including any internal street) used to access the RRRL facility, including in cases where that street has been temporarily stopped up under article 16 (temporary prohibition or restriction of use of streets, private means of access and public rights of way and authorising vehicular use on public rights of way), or is subject any traffic regulation measure pursuant to article 20, as may be reasonably necessary or desirable to enable it to maintain any apparatus which is in that street (including any internal street) used to access the RRRL facility.

123.—(1) If, in the exercise of the powers conferred by this Order, the undertaker—

(a) acquires any interest in the RRRL land in which any apparatus is placed or over which access to any apparatus is enjoyed; or

(b) requires that any RRRL Entity's apparatus within the RRRL land is relocated, diverted or removed, any right of a RRRL Entity to any part of the RRRL land and/or to maintain that apparatus in that land and to gain access to it must not be extinguished, and that apparatus must not be relocated, diverted or removed, until equivalent rights have been granted to each RRRL Entity for alternative apparatus and equivalent alternative apparatus has vested in the applicable RRRL Entity and (in relation to apparatus) has been constructed and is in operation, and access to it has been provided to each RRRL Entity. The location of equivalent alternative apparatus and rights for the equivalent alternative apparatus must in each case be agreed between the undertaker and each RRRL Entity before any step is taken to extinguish, relocate, divert or remove as aforesaid.

(2) If, for the purpose of executing any works in, on or under the RRRL land, the undertaker requires the relocation, diversion or removal of any apparatus placed in the RRRL land, the undertaker must give to each RRRL Entity for approval written notice of that requirement, a plan and section of the work proposed and of the proposed position of the alternative apparatus together with a timetable for when the alternative apparatus is to be provided or constructed by the undertaker.

(3) The approval of each RRRL Entity under sub-paragraph (2) must not be unreasonably withheld or delayed and if by the end of the period of 28 days beginning with the date on which

the notice, plan, section and timetable have been supplied to each RRRL Entity, a RRRL Entity has not intimated approval or disapproval of such notice, plan, section and timetable and the grounds of disapproval, such RRRL Entity is deemed to have approved the said notice, plan, section and timetable as submitted.

(4) When giving its approval under sub-paragraph (2), each RRRL Entity may specify such reasonable requirements that are necessary in the provision or construction of the alternative apparatus.

(5) In the event that any RRRL Entity issues a disapproval to the notice, plan, section and timetable within the 28 day period referred to in sub-paragraph (3), the undertaker may refer the matter to arbitration in accordance with article 49 (arbitration).

(6) Subject to sub-paragraph (8), any alternative apparatus to be provided or constructed pursuant to this paragraph must be provided or constructed by the undertaker within a timescale, to a standard and in such manner and in such line or situation as is agreed with each RRRL Entity or in default of agreement settled by arbitration in accordance with article 49 (arbitration).

(7) Where the alternative apparatus is to be provided or constructed on land of the undertaker and once the undertaker has provided or constructed the alternative apparatus, the undertaker must grant each RRRL Entity the necessary rights to access and maintain the alternative apparatus on that land.

(8) If in the approval to the notice, plan, section and timetable under sub-paragraph (2) or by the end of the period of 28 days beginning with the date on which the arbitrator settles the alternative apparatus to be provided or constructed, a RRRL Entity gives notice to the undertaker that it desires to provide or construct the alternative apparatus and this is agreed to by the undertaker, (acting reasonably) such RRRL Entity, after the grant to such RRRL Entity of the rights as are referred to in sub-paragraph (9), must proceed without unnecessary delay to provide and 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.

(9) Where a RRRL Entity is to provide or construct the alternative apparatus, and the alternative apparatus is to be provided or constructed on land of the undertaker, the undertaker must grant such RRRL Entity the necessary rights to provide or construct the alternative apparatus on that land and grant each RRRL Entity the necessary rights to access and maintain the alternative apparatus on that land.

124.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to RRRL rights in land of the undertaker for the construction and maintenance of alternative apparatus in substitution for apparatus to be removed, those rights must be granted upon such terms and conditions as may be agreed between the undertaker and each RRRL Entity or in default of agreement settled by arbitration in accordance with article 49 (arbitration).

(2) If the rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those rights are to be granted, are in the opinion of the arbitrator materially less favourable on the whole to a RRRL Entity than the rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to such RRRL Entity as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

125.—(1) Not less than 28 days before starting the execution of any works in, on or under the RRRL land that may materially affect the operation of the RRRL facility, the undertaker must submit to each RRRL Entity for approval a plan, section and description of the works to be executed and a timetable for when such works are to be carried out.

(2) The approval of each RRRL Entity under sub-paragraph (1) must not be unreasonably withheld or delayed and if by the end of the period of 28 days beginning with the date on which the plan, section, description and timetable have been supplied to a RRRL Entity, such RRRL Entity has not intimated disapproval of such plan, section, description and timetable and the grounds of disapproval, such RRRL Entity is deemed to have approved the said plan, section description and timetable as submitted.

(3) When giving its approval under sub-paragraph (1), a RRRL Entity may specify such reasonable requirements which in such RRRL Entity's opinion are necessary in the execution of the works.

(4) The works described in sub-paragraph (1) must be executed only in accordance with the plan, section, description and timetable submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be given in accordance with sub-paragraph (3) by the RRRL Entity. Where a RRRL Entity reasonably requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to such RRRL Entity's reasonable satisfaction prior to the works described in sub-paragraph (1).

(5) In the event that a RRRL Entity issues a disapproval to the plan, section, description and timetable within the 28 day period referred to in sub-paragraph (1), the undertaker may refer the matter to arbitration in accordance with article 49 (arbitration).

(6) 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.

(7) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency works (as defined in the 1991 Act) but in that case it must give to each RRRL Entity 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-paragraphs (3) and (4) in so far as is reasonably practicable in the circumstances.

126.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to each RRRL Entity the reasonable expenses incurred by such RRRL Entity in, or in connection with, the inspection, removal, alteration or protection of any apparatus within the RRRL land or the provision or construction of any alternative apparatus which such RRRL Entity elects to carry out itself as referred to in paragraph 123(8).

(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 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 49 (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 a RRRL Entity by virtue of sub-paragraph (1) will 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 123(2); and

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

(5) An amount which apart from this sub-paragraph would be payable to a RRRL Entity 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 a RRRL Entity 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.

127. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and any RRRL Entity in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

128. Where in consequence of the proposed construction or maintenance of any part of the authorised development, the undertaker or any RRRL Entity requires the removal of apparatus or any RRRL Entity makes requirements for the protection or alteration of apparatus, the undertaker shall use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution and maintenance of the authorised development and taking into account the need to ensure the safe and efficient operation of each RRRL Entity's undertaking and each RRRL Entity shall use its reasonable endeavours to co-operate with the undertaker for that purpose.

129. If in consequence of any agreement reached or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable each RRRL Entity to maintain or use the apparatus no less effectively than was possible before such obstruction.

130.—(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 or in consequence of the construction, use, maintenance or failure of any part of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by the undertaker) in the course of carrying out such works, use or maintenance, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of any RRRL Entity, or there is any interruption in any service provided, or in the supply of any goods, by any RRRL Entity, or any RRRL Entity becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand the cost reasonably incurred by such RRRL Entity in making good such damage or restoring the supply; and

(b) indemnify such RRRL Entity for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from such RRRL Entity, by reason or in consequence of any such damage or interruption or such RRRL Entity becoming liable to any third party as aforesaid other than arising from any default of such RRRL Entity.

(2) The fact that any act or thing may have been done by a RRRL Entity on behalf of the undertaker or in accordance with a plan approved by such RRRL Entity or in accordance with any requirement of such RRRL Entity or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (2) unless such RRRL Entity 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 or as otherwise agreed between the undertaker and such RRRL Entity.

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of such RRRL Entity, its officers, servants, contractors or agents; and

(b) any part of the authorised development and/or any other works authorised by this Part of this Schedule carried out by such RRRL Entity whether pursuant to article 9 (benefit of this Order) or as an assignee, transferee or lessee of a person with the benefit of the Order pursuant to section 156 (benefit of order granting development consent) of the Planning Act 2008 or article 10 (consent to transfer benefit of the Order) subject to the proviso that once such works become apparatus, any part of the authorised development yet to be executed and not falling within this sub-section 130(3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 130.

(4) Each RRRL Entity 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 their representations.

(5) Each RRRL Entity must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 130 applies. If requested to do so by the undertaker, the applicable RRRL Entity shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 130 for claims reasonably incurred by a RRRL Entity.

SCHEDULE 13

Article 46

DOCUMENTS AND PLANS TO BE CERTIFIED

(1) *Document name*	*(2)* *Document reference*	*(3)* *Revision number*	*(4)* *Date*
access and rights of way plan	2.4	P03	September 2024
book of reference	4.3	Rev H	May 2025
design principles and design code	5.7	Rev E	March 2025
environmental statement	environmental statement 6.1 (excluding chapters 2, 4, 5, 7, 8, 9, 11, 14, 19, 21 and 22)	Rev A	March 2024
	environmental statement 6.1 Chapter 2	Rev B	April 2025
	environmental statement 6.1 Chapter 4	Rev B	April 2025
	environmental statement 6.1 Chapter 5	Rev B	April 2025
	environmental statement 6.1 Chapter 7	Rev B	April 2025
	environmental statement 6.1 Chapter 8	Rev B	April 2025
	environmental statement 6.1 Chapter 9	Rev B	April 2025
	environmental statement 6.1 Chapter 11	Rev B	April 2025
	environmental statement 6.1 Chapter 14	Rev B	April 2025
	environmental statement 6.1 Chapter 19	Rev B	April 2025
	environmental statement 6.1 Chapter 21	Rev B	April 2025
	environmental statement 6.1 Chapter 22	Rev B	April 2025
	environmental statement 6.2 (excluding figures	Rev A	March 2024

	3.3, 7.4, 7.10 and 11.2)		
	environmental statement 6.2 (figure 3.3)	Rev B	September 2024
	environmental statement 6.2 (figure 7.4)	Rev B	April 2025
	environmental statement 6.2 (figure 7.10)	Rev B	April 2025
	environmental statement 6.2 (figure 11.2)	Rev B	April 2025
	environmental statement 6.3 (excluding appendices 2.1, 4.2, 5.2, 5.3, 5.4, 7.8, 7.9, 10.4, 11.1, 11.2, 11.4 and 19.1)	Rev A	March 2024
	environmental statement 6.3 (appendix 2.1)	Rev C	February 2025
	environmental statement 6.3 (appendix 4.2)	Rev B	April 2025
	environmental statement 6.3 (appendix 5.2)	Rev B	April 2025
	environmental statement 6.3 (appendix 5.3)	Rev B	April 2025
	environmental statement 6.3 (appendix 5.4)	Rev B	April 2025
	environmental statement 6.3 (appendix 7.8)	Rev B	April 2025
	environmental statement 6.3 (appendix 7.9)	Rev B	April 2025
	environmental statement 6.3 (appendix 11.1)	Rev B	April 2025
	environmental statement 6.3 (appendix 11.2)	Rev B	September 2024
	environmental statement 6.3 (appendix 11.4)	Rev B	April 2025
	environmental statement 6.3 (appendix 19.1)	Rev E	April 2025
	environmental	Rev B	January 2025

	statement 6.3 (appendix 10.4)		
extended crossness local nature reserve plan	2.9	P04	January 2025
flood risk assessment	6.3 Appendix 11.2	Rev B	September 2024
framework construction traffic management plan	7.7	Rev E	March 2025
land plans	2.2	P05	February 2025
mitigation schedule	7.8	Rev B	November 2024
outline landscape, biodiversity, access and recreation delivery strategy	7.9	Rev H	October 2025
outline code of construction practice	7.4	Rev E	March 2025
outline drainage strategy	7.2	Rev C	April 2025
outline emergency preparedness and response plan	7.11	Rev C	April 2025
outline lighting strategy	7.3	Rev B	March 2025
outline site waste management plan	7.10	Rev B	April 2025
outline skills and employment plan	9.15	Rev A	December 2024
preliminary navigation risk assessment	6.3 Appendix 19.1	Rev E	April 2025
traffic regulation measures plan	2.6	P03	September 2024
works plans	2.3	P08	April 2025

SCHEDULE 14

Article 48

PROCEDURE IN RELATION TO CERTAIN APPROVALS ETC.

Interpretation

1. In this Schedule—

"the appeal parties" means the relevant authority, the undertaker and any requirement consultees;

"business day" means a day other than a Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971(**a**);

"relevant authority" means the relevant planning authority, relevant highway authority, relevant traffic authority, relevant street authority, or the owner of a watercourse, sewer or drain as may be appropriate to the consent, agreement or approval sought; and

"requirement consultee" means any body named in a requirement as a body to be consulted by the relevant planning authority in discharging that requirement.

Applications made for consent, agreement or approval

2.—(1) Subject to article 48(2) (procedures in relation to certain approvals etc.), where an application has been made to the relevant authority for any consent, agreement or approval required or contemplated by any provisions of this Order, including—

(a) consent, agreement or approval in respect of part of a requirement;

(b) any consent, agreement or approval required by any of the documents listed in Schedule 13 (documents and plans to be certified);

(c) documents approved pursuant to a requirement; or

(d) consent sought under section 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974,

the relevant authority must give notice to the undertaker of its decision on the application within a period of nine weeks beginning with—

(i) the day immediately following that on which the application is received by the relevant authority;

(ii) the day immediately following that on which further information has been supplied by the undertaker under paragraph 3; or

(iii) such longer period as may be agreed in writing by the undertaker and the relevant authority.

(2) Subject to sub-paragraph (4), in the event that the relevant authority does not determine an application within the period set out in sub-paragraph (1), the relevant authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(3) Where an application is made to the relevant authority for any consent, agreement or approval required by a requirement included in this Order, it must be accompanied by a report which states whether the subject matter of the application will give rise to any materially new or materially different environmental effects to those identified in the environmental statement.

(4) Where an application has been made to the relevant authority for any consent, agreement or approval required by a requirement included in this Order, and—

(**a**) 1971 c. 80.

(a) the relevant authority does not determine the application within the period set out in sub-paragraph (1) and such application is accompanied by a report which states that the subject matter of such application is likely to give rise to any materially new or materially different environmental effects to those in the environmental statement; or

(b) the relevant authority determines during the period set out in sub-paragraph (1) that it considers that the subject matter of such application will give rise to any materially new or materially different environmental effects to those in the environmental statement,

the application is to be taken to have been refused by the relevant authority at the end of that period.

Further information and consultation

3.—(1) In relation to any application to which this Schedule applies, the relevant authority has the right to request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) In the event that the relevant authority considers such further information to be necessary and the provision of the Order governing or requiring the application does not specify that consultation with a requirement consultee is required, the relevant authority must, within ten business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the provision of the Order governing or requiring the application specifies that consultation with a requirement consultee is required, the relevant authority must issue the consultation to the requirement consultee within five business days of receipt of the application, and must notify the undertaker in writing specifying any further information requested by the requirement consultee within five business days of receipt of such a request and in any event within ten business days of receipt of the application.

(4) In the event that the relevant authority does not give notification as specified in sub-paragraph (2) or (3) 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.

Anticipatory steps towards compliance with any requirement

4. If before the coming into force of this Order the undertaker or any other person has taken any steps that were intended to be steps towards compliance with any provision of Schedule 2, those steps may be taken into account for the purpose of determining compliance with that provision if they would have been valid steps for that purpose had they been taken after this Order came into force.

Appeals

5.—(1) The undertaker may appeal in the event that—

(a) the relevant authority refuses (including a deemed refusal pursuant to paragraph 2(4)) an application for any consent, agreement or approval referred to in paragraph 2 of this Schedule 14 or grants it subject to conditions;

(b) the relevant authority refuses an application for a permit under a permit scheme, or grants such a permit subject to conditions;

(c) the relevant authority issues a notice to the undertaker under section 60 (control of noise on construction sites) of the Control of Pollution Act 1974;

(d) on receipt of a request for further information pursuant to paragraph 3 the undertaker considers that either the whole or part of the specified information requested by the relevant authority is not necessary for consideration of the application; or

(e) on receipt of any further information requested, the relevant 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 to be 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 request, or (where paragraph 2(4) applies) expiry of the decision period as determined under paragraph 2(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 appeal parties;

(c) as soon as is practicable following receipt of the appeal documentation, the Secretary of State is to appoint a person to determine the appeal ("the appointed person") and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person's attention must be sent, the date of such notification being the "start date" for the purposes of this sub-paragraph (2);

(d) the relevant authority and any requirement consultee must submit written representations to the appointed person in respect of the appeal within ten business days of the start date 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;

(e) the appeal parties must make any counter-submissions to the appointed person within ten business days of receipt of written representations pursuant to sub-paragraph (d); and

(f) the appointed person must decide the appeal and notify the appeal parties of the decision, with reasons, as soon as reasonably practicable and in any event within 30 business days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (e).

(3) The appointment of the person pursuant to sub-paragraph (2)(c) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) If the appointed person considers that further information is necessary to enable consideration of the appeal the appointed person must, within five business days of his appointment, notify the appeal parties in writing specifying the further information required, the appeal part from whom the information is sought, and the date by which the information is to be submitted.

(5) Any further information required pursuant to sub-paragraph (4) is to be provided by the party from whom the information is sought to the appointed person and to the other appeal parties by the date specified by the appointed person (the "specified date"), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within ten business days of the specified date but otherwise is to be in accordance with the process and time limits set out in sub-paragraphs (2)(d) to (2)(f).

(6) 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 relevant authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(7) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the prescribed time limits, or set by the appointed person, under this paragraph.

(8) The appointed person may proceed to a decision even though no written representations have been made within the prescribed time limits, if it appears to him that there is sufficient material to enable a decision to be made on the merits of the case.

(9) The decision of the appointed person on an appeal is 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.

(10) If an approval is given by the appointed person pursuant to this Schedule, it is deemed to be an approval for the purpose of any consent, agreement or approval required under the Order or for the purpose of Schedule 2 (requirements) as if it had been given by the relevant authority. The relevant 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.

(11) The appointed person may or may not be a member of the Planning Inspectorate but must be a qualified town planner of at least ten years' experience.

(12) Save where a direction is given pursuant to sub-paragraph (13) requiring the costs of the appointed person to be paid by the relevant authority, the reasonable costs of the appointed person must be met by the undertaker.

(13) On application by the relevant 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 Planning Practice Guidance: Appeals (March 2014), published by the Ministry of Housing, Communities & Local Government, or any circular or guidance which may from time to time replace it.

Application to protective provisions

6. Nothing in this Schedule applies to any consent, agreement or approval required or contemplated by Schedule 12 (protective provisions) or article 23(6) (protective works to buildings).

SCHEDULE 15

Article 49

ARBITRATION RULES

Commencing an arbitration

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 four months from the date the arbitrator is appointed pursuant to article 49 of this Order (arbitration).

(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 are measured in days and include weekends, but not bank or public holidays.

(2) Time periods are calculated from the day after the arbitrator is appointed which is 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 that which is set out in sub-paragraphs (2) to (4) below unless amended in accordance with 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 difference between the parties, the legal and factual issues, the claimant's contentions as to those issues, the amount of its claim or the remedy it is seeking;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the claimant's statements under sub-paragraph (2) by the arbitrator and respondent, the respondent must provide the claimant and the arbitrator with—

(a) a written statement of defence consisting of a response to the claimant's statement of claim, its statement in respect of the nature of the difference, the legal and factual issues in the claimant's claim, its acceptance of any elements of the claimant's claim and its contentions as to those elements of the claimant's claim it does not accept;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports;

(c) any objection it wishes to make to the claimant's statements, comments on the claimant's expert reports (if submitted by the claimant) and explanations of the objections.

(4) Within seven 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) its written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. A single pleading must not exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The arbitrator must make an award on the substantive differences 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 two days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within seven 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 ten days of the arbitrator advising the parties that a hearing is to be held, the date and venue for the hearing are to be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which the arbitrator 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 must 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 experts attending the hearing may be asked questions by the arbitrator.

(7) There is to be no examination or cross-examination of experts, but the arbitrator must invite the parties to ask questions of the experts by way of clarification of any answers given by the experts in response to the arbitrator's questions. Prior to the hearing in relation to the experts—

(a) at least 28 days before a hearing, the arbitrator must provide a list of issues to be addressed by the experts;

(b) if more than one expert is called, they must 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 seven 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 must 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 four 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 information before the arbitrator attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure or direction.

(11) The arbitrator's award must include reasons. The parties must 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**), save where modified in this Schedule.

(2) There must be no discovery or disclosure, except that the arbitrator has 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 are to 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 or procedure—

(a) if the arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;

(b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it is to 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 or interrelated issues, the arbitrator must consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties are to bear them or in what proportion they are to be borne by the parties.

(4) The arbitrator must 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 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) Hearings in this arbitration are to take place in private.

(2) Materials, documents, awards, expert reports and any matters relating to the arbitration 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.

SCHEDULE 16

Schedule 2, Paragraph 4

DESIGN PARAMETERS

(1) Component/Building/Area	*(2) Works Area*	*(3) Maximum Number*	*(4) Maximum Height (m) of Component/ Building/ Area*	*(5) Maximum Height (m)*	*(6) Further Parameters*
Direct Contact Cooler	1A	2	30	33 Above Ordnance Datum	-
Absorber Column(s) and Stack(s)	1B	2 combined Absorber Columns and Stacks or a maximum of 2 Absorber Columns and 2 Stacks	110	113 Above Ordnance Datum	Minimum vertical distance between top of Absorber Column(s) and top of Stack(s) whether combined or separate – 30m Minimum height of the top of Stack(s) – 100m from development platform as built Where there are 2 Stacks: Maximum internal diameter of Stack associated with Riverside 1: 3.1m Maximum internal diameter of Stack associated with Riverside 2: 2.5m Where there is 1 Stack: Maximum internal diameter of

					Stack: 4.0m
Regenerator	1A	2	60	63 Above Ordnance Datum	-
Compression Plant	1C	2	45	48 Above Ordnance Datum	-
CO2 Dehydration	1C	2	25	28 Above Ordnance Datum	-
CO2 Liquefaction	1C	2	30	33 Above Ordnance Datum	-
CO2 Vents	1C	2	45	48 Above Ordnance Datum	-
LCO_2 Buffer Storage Area	1D	16	45	48 Above Ordnance Datum	-
Hybrid or Dry Cooling Tower	1E	2	32	35 Above Ordnance Datum	-
Water Treatment Plant and Wastewater Treatment Plant	1E	2	20	23 Above Ordnance Datum	-
Back Pressure Turbine and Generator	1A	2	35	38 Above Ordnance Datum	-
Insulated heat pipework and flue gas ducting	2A(ii) and 2b(i)	-	30	33 Above Ordnance Datum	-
Loading platform (not including topside infrastructure and equipment)	4C	1	-	11.5 Above Chart Datum	Maximum length of 40 metres Maximum width of 50 metres
Breasting Dolphins	4B	4	-	11.5 Above Chart Datum	-
Mooring Dolphins	4B	6	-	11.5 Above Chart Datum	Maximum length of 7 metres Maximum width of 7 metres
Access Trestle Start Point (not including topside infrastructure and equipment)	4B	1	-	20 Above Ordnance Datum	Maximum length of 335 metres Maximum width of 10 metres
LCO2 pipelines, piperacks and pipe bridges	5	-	30	33 Above Ordnance Datum	-

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises Cory Environmental Holdings Limited as notified to the relevant planning authority pursuant to the provisions of this Order (referred to in this Order as the undertaker) to construct, operate, maintain and decommission a carbon capture facility and associated development.

A copy of the Order plans and the book of reference mentioned in this Order and certified in accordance with article 46 of this Order (certification of plans etc.) may be inspected free of charge during working hours at London Borough of Bexley, Civic Offices, 2 Watling Street, Bexleyheath, Kent DA6 7AT.

© Crown copyright 2025

Printed and published in the UK by The Stationery Office Limited under the authority and superintendence of Saul Nassé, Controller of His Majesty's Stationery Office and King's Printer of Acts of Parliament.