STATUTORY INSTRUMENTS

2025 No. 463

INFRASTRUCTURE PLANNING

The London Luton Airport Expansion Development Consent Order 2025

Made - - - - *3rd April 2025*

Coming into force *24th April 2025*

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

The application was examined by a Panel of five members ("the Panel") (appointed by the Secretary of State) in accordance with Chapter 4 of Part 6 of the 2008 Act and the Infrastructure Planning (Examination Procedure) Rules 2010(**c**).

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examined the application with the documents that accompanied the application, and the representations made and not withdrawn, has submitted, in accordance with section 74(2) of the 2008 Act, submitted a report and recommendation to the Secretary of State.

The Secretary of State, having considered the representations made and not withdrawn, and the report of the Panel, has decided to make an Order granting development consent for the development described in the application with modifications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

The Secretary of State is satisfied that replacement land (as that term is defined in section 131(12) of the 2008 Act) has been or will be given in exchange for the special category land, and that the replacement land has been or will be vested in the person or persons in whom the special category land is vested and subject to the same rights, trusts and incidents as attach to the special category land, and that, accordingly, section 131(4) of the 2008 Act applies.

The Secretary of State, in exercise of the powers conferred by sections 114(**d**), 115(**e**), 117(**f**), 120(**g**), 122(**h**), 123(**i**), 127(**j**) 131(**k**), 135, 138(**l**), 147(**m**), 154 and 229 of, and paragraphs 1 to 4, 10 to 14 17, 22, 26, 33, 36 and 37 of Part 1 of Schedule 5 to, the 2008 Act, makes the following Order—

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the London Luton Airport Expansion Development Consent Order 2025 and comes into force on 24th April 2025.

(**a**) 2008 c. 29. Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c. 20).
(**b**) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/755, S.I. 2014/469, S.I. 2014/2381, S.I. 2015/377, S.I.2015/1682, S.I. 2017/524, S.I. 2017/572, S.I. 2019/734, S.I. 2020/764, S.I. 2020/1534, S.I. 2021/978, S.I. 2022/634, S.I. 2023/1071 and S.I. 2024/332.
(**c**) S.I. 2010/103, amended by S.I. 2012/635.
(**d**) Section 114 was amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20).
(**e**) Section 115 was amended by paragraph 56 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011, section 160 of the Housing and Planning Act 2016 (c. 22). There are other amendments to this section which are not relevant to this Order
(**f**) Section 117 was amended by paragraph 58 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011.
(**g**) Section 120 was amended by section 140 of, and paragraph 60 of Part 1 of Schedule 13, to the Localism Act 2011.
(**h**) Section 122 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**i**) Section 123 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**j**) Section 127 was amended by paragraph 64(2) of Schedule 13 to the Localism Act 2011 and section 23(2) of the Growth and Infrastructure Act 2013 (c. 27).
(**k**) Section 131 was amended by section 24(2) of the Growth and Infrastructure Act 2013.
(**l**) Section 138 was amended by section 23(4) of the Growth and Infrastructure Act 2013.
(**m**) Section 147 was amended by paragraph 68 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011.

Interpretation

2.—(1) In this Order—

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

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

"the 1972 Act" means the Local Government Act 1972(**c**)

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

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

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

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

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

"the 2003 Act" means the Communications Act 2003(**i**);

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

"the 2016 Regulations" means the Environmental Permitting (England and Wales) Regulations 2016(**k**);

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

"airport" means London Luton Airport, an airport within the meaning given in section 66 (airports) of the Civil Aviation Act 2012(**l**), comprised prior to the making of this Order of the land shown within the airport boundary plan (existing), and authorised by this Order to be expanded to comprise the land shown within the airport boundary plan (expanded);

"Airport Access Road and Luton DART long section plans" means the document of that description listed in Schedule 9 (documents to be certified) and certified by the Secretary of State as the Airport Access Road and Luton DART long section plans for the purposes of this Order;

"airport operator" means, in the context of London Luton Airport, the managing body of an airport as defined in the Airports Slot Allocation Regulations 2006(**m**);

"airport boundary plans" means the document of that description listed in Schedule 9 (documents to be certified) and certified by the Secretary of State as the airport boundary plans for the purposes of the Order;

"airport boundary plan (existing)" means the plan of that name included in the airport boundary plans;

"airport boundary plan (expanded)" means the plan of that name included in the airport boundary plans;

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

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

(**a**) 1961 c. 33.
(**b**) 1965 c. 56.
(**c**) 1972 c. 70.
(**d**) 1980 c. 66.
(**e**) 1981 c. 66.
(**f**) 1984 c. 27.
(**g**) 1990 c. 8.
(**h**) 1991 c. 22.
(**i**) 2003 c. 21.
(**j**) 2008 c. 29.
(**k**) S.I. 2016/1154.
(**l**) 2012 c. 19.
(**m**) S.I. 2006/2665.

"book of reference" means the document of that description listed in Schedule 9 and certified by the Secretary of State as the book of reference for the purposes of the Order;

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

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

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

"code of construction practice" means Appendix 4.2 of the environmental statement;

"Crown land plans" means the document of that description listed in Schedule 9 and certified by the Secretary of State as the Crown land plans for the purposes of the Order;

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

"electronic transmission" means a communication transmitted—

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

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

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

"environmental statement" means the document of that description listed in Schedule 9 and certified by the Secretary of State as the environmental statement for the purposes of the Order;

"footway" and "footpath" have the same meaning as in section 329(1) of the 1980 Act and include part of a footway or footpath;

"highway", "highway authority" and "local highway authority" respectively have the same meaning as in section 328 (meaning of "highway"), section 1 (highway authorities: general provision) and section 329(1) of the 1980 Act and "highway" includes part of a highway;

"highway works" means any works to construct, alter or improve a highway;

"land plans" means the document of that description listed in Schedule 9 and certified by the Secretary of State as the land plans for the purposes of the Order;

"LLAOL" means London Luton Airport Operations Limited (company number 03491213), whose registered office is at Percival House, 134 Percival Way, London Luton Airport, Luton, United Kingdom, LU2 9NU;

"LLAOL planning permission" means either planning permission reference 15/00950/VARCON or if commenced planning permission reference 21/00031/VARCON (APP/B0230/V/22/3296455), including any variations thereto granted under section 96A(**c**) (power to make non-material changes to planning permission or permission in principle) or section 73(**d**) (determination of applications to develop land without compliance with conditions previously attached) of the 1990 Act;

"LLAOL section 106 agreement" means either—

(a) the agreement entered into under section 106 of the 1990 Act dated 9 October 2017 made between London Luton Airport Operations Limited, London Luton Airport Limited, The Royal Bank of Scotland PLC and Luton Borough Council and entered into in connection with planning permission reference 15/00950/VARCON; or

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(**a**) The definition of "cycle track" was amended by section 1 of the Cycle Tracks Act 1984 (c. 39) and paragraph 21(2) of Schedule 3 to the Road Traffic (Consequential Provisions) Act 1988 (c. 54).

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

(**c**) Section 96A was inserted by section 190(2) of the Planning Act 2008 (c. 29) and was amended by S.I. 2017/276.

(**d**) Section 73 was amended by section 51(3) of, and Schedule 9 to, the Planning and Compulsory Purchase Act 2004 (c. 5), paragraph 4 of Schedule 5 to the Neighbourhood Planning Act 2017 (c. 20), paragraph 3(5) of Schedule 14 to the Environment Act 2021 (c. 30), section 114(6) of the Levelling-up and Regeneration Act 2023 (c. 55) and S.I. 2017/276.

(b) if planning permission reference 21/00031/VARCON (APP/B0230/V/22/3296455) is commenced, the agreement entered into under section 106 of the 1990 Act dated 9 December 2022 made between London Luton Airport Operations Limited, London Luton Airport Limited, NatWest Markets PLC and Luton Borough Council and entered into in connection with that planning permission,

and including any variations thereto;

"local highway" means any highway which is not (or will not be upon completion of any relevant works) a strategic road;

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

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

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

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

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

"permit scheme" means the East of England Permit Scheme made under the Traffic Management (Hertfordshire County Council) Permit Scheme Order 2015 (as varied) and the Traffic Management (Luton Borough Council) Permit Scheme Order 2015 (as varied) made under Part 3 (permit schemes) of the Traffic Management Act 2004(**b**) as in force at the date on which this Order is made;

"relevant highway authority" means, in any given provision of this Order—

(a) National Highways, for any strategic road to which the provision relates; and

(b) the local highway authority for the area in which the highway to which the provision relates is situated;

"relevant planning authority" means in any given provision of this Order, the local planning authority under the 1990 Act—

(a) for the area in which the part of the authorised development to which the provision relates is situated; and

(b) for the matter to which that provision relates,

being, as the case may be, one of Central Bedfordshire Council, Dacorum Borough Council, Hertfordshire County Council, Luton Borough Council or North Hertfordshire District Council;

"rights of way plans – permanent stopping up of public rights of way" means the plans of that description included in the streets, rights of way and access plans;

"rights of way plans – public rights of way proposals" means the plans of that description included in the streets, rights of way and access plans;

"scheme layout plans" means the document of that description listed in Schedule 9 and certified by the Secretary of State as the scheme layout plans for the purposes of the Order;

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

(**b**) 2004 c. 18.

"special category land plans" means the document of that description listed in Schedule 9 and certified by the Secretary of State as the special category land plans for the purposes of the Order;

"statutory undertaker" means any statutory undertaker for the purposes of section 127(8) (statutory undertakers' land) or section 138(4A)(**a**) (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act;

"strategic road" means a highway for which National Highways is (or will be upon completion of any relevant works) the highway authority;

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

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

"streets, rights of way and access plans" means the document certified by the Secretary of State as the streets, rights of way and access plans for the purposes of the Order under article 50 (certification of documents, etc.) and referenced in Schedule 9 (documents to be certified);

"streets, rights of way and access plan – Airport Access Road" means the plans of that description included in the streets, rights of way and access plans;

"streets, rights of way and access plan – A1089 / Gipsy Lane" means the plans of that description included in the streets, rights of way and access plans;

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

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

"undertaker" means London Luton Airport Limited (company registration number 02020381) whose registered office is at Hart House Business Centre, Kimpton Road, Luton, LU2 0LA or the person who has the benefit of this Order in accordance with articles 7 (benefit of Order) and 8 (consent to transfer benefit of Order);

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

"works plans" means the document of that description listed in Schedule 9 and certified by the Secretary of State as the works plans for the purposes of the Order.

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

(3) Excluding the dimensions specified in paragraph 7 of Part 2 of Schedule 2 to this Order, all distances, directions, areas and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised development and shown on the works plans or streets, rights of way and access plans are taken to be measured along that work.

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

(a) to an affected person directly, where that person's land or rights over land have been adversely affected by this Order, and, where that is the case, the rights referenced in the

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(**a**) Section 138(4A) was inserted by section 23(4)(b) of the Growth and Infrastructure Act 2013 (c. 27).
(**b**) Section 48 was amended by section 124(2) of the Local Transport Act 2008 (c. 26).
(**c**) Section 49 was amended by paragraph 117 of Schedule 1 to the Infrastructure Act 2015 (c. 7).
(**d**) Section 121A was inserted by 168(1) of, and paragraph 70 of Schedule 8 to, the New Roads and Street Works Act 1991 (c. 22).

Order are to be granted for the benefit of the land in which that affected person has an interest at the time of the making of this Order; or

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

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

(6) References in this Order to points identified by letters or numbers are to be construed as references to points so lettered or numbered on the streets, rights of way and access plans.

(7) References to any statutory body in the Order or any registered company listed in article 8 (consent to transfer benefit of Order) includes that body's or that company's successor bodies from time to time.

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

(9) References in this Order to materially new or materially different environmental effects in comparison with those reported in the environmental statement must not be construed so as to include the avoidance, removal or reduction of an adverse environmental effect that was reported in the environmental statement as a result of the authorised development.

(10) In this Order, the expression "includes" is to be construed without limitation, unless so construing would give rise to any materially new or materially different environmental effects in comparison to those report in the environmental statement.

(11) References in this Order to "part" of the authorised development are to be construed as references to stages, phases or elements of the authorised development in respect of which an application is made by the undertaker under Schedule 2, and references to commencement of part of the authorised development in Schedule 2 are to be construed accordingly.

PART 2

PRINCIPAL POWERS

Development consent etc. granted by the Order

3.—(1) Subject to the provisions of this Order the undertaker is granted development consent for the authorised development to be carried out.

(2) Any enactment applying to land within, adjoining or sharing a common boundary with the Order limits has effect subject to the provisions of this Order.

Maintenance of authorised development

4. 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.

Maintenance of drainage works

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

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

(**a**) 1991 c. 59. The definition of "drainage" was substituted by section 100(2) of the Environment Act 1995 (c. 25).

Limits of works

6.—(1) Each numbered work must be situated within the limits of the corresponding numbered area shown on the works plans.

(2) In carrying out the authorised development the undertaker may—

(a) in respect of the Airport Access Road works comprised in Work Nos. 6a(01), 6a(02) and 6a(03) deviate vertically from the proposed levels as shown by the proposed vertical alignment shown on sheets 1 to 4 of the Airport Access Road Highway Mainline-Indicative Plan/Profile within the Airport Access Road and Luton DART long section plans to a maximum of 2.0 metres upwards or downwards; and

(b) in respect of the Luton DART works comprised in Work No. 3g deviate vertically from the proposed rail levels shown on the Indicative Luton DART Tunnel Extension – Alignment Profile within the Airport Access Road and Luton DART long section plans to a maximum of 0.5 metres upwards or 1.0 metres downwards.

(3) The limits set out in paragraphs (1) and (2) do not apply where it is demonstrated by the undertaker to the relevant planning authority's satisfaction and the relevant planning authority certifies accordingly that works in excess of these limits would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(4) Part 5 (procedure for discharge of requirements) of Schedule 2 (requirements) applies to an application to the relevant planning authority for certification under paragraph (3) as though it were an approval required by a requirement under that Schedule.

Benefit of Order

7. Subject to article 8 (consent to transfer benefit of Order), the provisions of this Order conferring powers on the undertaker have effect solely for the benefit of the undertaker.

Consent to transfer benefit of Order

8.—(1) The undertaker may with the written consent of the Secretary of State—

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

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

(2) Where an agreement has been made in accordance with paragraph (1) references in this Order to the undertaker includes references to the transferee or the lessee.

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

PART 3

STREETS

Application of the 1991 Act

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

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

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

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

(3) The following provisions of the 1991 Act (whether modified or not by the permit scheme) do not apply in relation to any works executed under the powers conferred by this Order—

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

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

section 58(**e**) (restriction on works following substantial road works);

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

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

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

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

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

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

(4) The provisions of the 1991 Act mentioned in paragraph (5) (which, together with other provisions of that Act, apply in relation to the execution of street works) and any regulations made, or code of practice issued or approved under, those provisions apply (with the necessary modifications) in relation to any stopping up, alteration or diversion of a street of a temporary nature by the undertaker under the powers conferred by article 13 (temporary stopping up and restriction of use of streets), whether or not the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

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

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

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

section 57(**o**) (notice of emergency works);

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

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

(**a**) Section 64 was amended by section 102(2) and Schedule 17 to the Local Government Act 1965 (c. 51) and section 1689(2) of, and Schedule 9 to, the New Roads and Street Works Act 1991 (c. 22).
(**b**) Section 184 was amended by sections 35, 37, 38 and 46 of the Criminal Justice Act 1982 (c. 48), by section 4 of, and Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and section 168 of, and Schedules 8 and 9 to, the New Roads and Street Works Act 1991.
(**c**) Section 56 was amended by sections 40 and 43 of, and Schedule 1 to, the Traffic Management Act 2004.
(**d**) Section 56A was inserted by section 44 of the Traffic Management Act 2004.
(**e**) Section 58 was amended by sections 40 and 51 of, and Schedule 1 to, the Traffic Management Act 2004.
(**f**) Section 58A was inserted by section 52 of the Traffic Management Act 2004.
(**g**) Section 73A was inserted by section 55 of the Traffic Management Act 2004.
(**h**) Section 73B was inserted by section 55 of the Traffic Management Act 2004.
(**i**) Section 73C was inserted by section 55 of the Traffic Management Act 2004.
(**j**) Section 78A was inserted by section 57 of the Traffic Management Act 2004.
(**k**) Schedule 3A was inserted by section 52(2) of, and Schedule 4 to, the Traffic Management Act 2004.
(**l**) Sections 54, 55, 57, 60, 68 and 69 were amended by sections 40(1) and (2) of, and Schedule 1 to, the Traffic Management Act 2004.
(**m**) Section 54 was amended by section 49(1) of the Traffic Management Act 2004.
(**n**) Section 55 was also amended by sections 49(2) and 51(9) of the Traffic Management Act 2004.
(**o**) Section 57 was also amended by section 52(3) of the Traffic Management Act 2004.
(**p**) Section 59 was amended by section 42 of the Traffic Management Act 2004.

section 68 (facilities to be afforded to street authority);

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

section 75(**a**) (inspection fees);

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

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

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

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

(7) Nothing in article 12 (construction and maintenance of new, altered or diverted streets)—

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

(b) means that the undertaker is not by reason of any duty under that article to maintain a street or to be taken to be the street authority in relation to that street for the purposes of Part 3 of that Act; or

(c) has effect in relation to street works to which the provisions of Part 3 (street works in England and Wales) of the 1991 Act apply.

(8) Subject to paragraph (3), the permit scheme applies to the construction and maintenance of the authorised development and will be used by the undertaker in connection with the exercise of any powers conferred by this Part.

(9) For the purposes of this Order—

(a) a permit may not be refused or granted subject to conditions which relate to the imposition of moratoria; and

(b) a permit may not be granted under the permit scheme subject to conditions where compliance with those conditions would constitute a breach of this Order or where the undertaker would be unable to comply with those conditions pursuant to the powers conferred by this Order.

(10) References to moratoria in paragraph (9) 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.

Street works

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

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

(b) tunnel or bore under the street;

(c) place apparatus in the street;

(d) maintain apparatus in the street or change its position; and

(e) execute any works required for, or incidental to, any works referred to in sub-paragraphs (a) to (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) Subject to article 9 (application of the 1991 Act), the provisions of sections 54 to 106 of the 1991 Act apply to any street works carried out under paragraph (1).

(**a**) Section 75 was substituted by section 58(2) of the Traffic Management Act 2004.

Power to alter layout, etc., of streets

11.—(1) Subject to paragraphs (2) and (3), the undertaker may, for the purposes of constructing, operating or maintaining the authorised development alter the layout of any street within the Order limits and, without limiting the scope of this paragraph, the undertaker may—

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

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

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

(d) make and maintain crossovers, and passing places.

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

(3) The powers conferred by paragraph (1) must not be exercised without the written consent of the street authority.

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

(5) Any application for consent under paragraph (3) must include a written statement that the provisions of paragraphs (4) and (7) apply to that application.

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

(7) An application for consent under paragraph (3) is deemed advance notice under section 54(**a**) (advance notice of certain works) of the 1991 Act where advance notice is required.

Construction and maintenance of new, altered or diverted streets

12.—(1) Any highway to be constructed under this Order must be completed to the reasonable satisfaction of the relevant highway authority and, unless otherwise agreed in writing with the relevant highway authority, must be maintained by and at the expense of the relevant highway authority from its completion.

(2) Where a highway is altered or diverted under this Order, the altered or diverted part of the highway must, when completed to the reasonable satisfaction of the relevant highway authority, unless otherwise agreed with the relevant highway authority, be maintained by and at the expense of the relevant highway authority from its completion.

(3) Paragraphs (1) and (2) are subject to Part 5 (for the protection of National Highways Limited) and Part 6 (for the protection of local highway authorities) of Schedule 8 to this Order.

(4) Where a street which is not and is not intended to be a public highway is constructed, altered or diverted under this Order, the street (or part of the street as the case may be) must, when completed to the reasonable satisfaction of the street authority, and unless otherwise agreed in writing with the street authority, be maintained by and at the expense of the street authority from its completion.

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

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

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

(**a**) Section 54 was amended by section 49 of, and Schedule 1 to, the Traffic Management Act 2004.

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

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

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

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

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

Temporary stopping up and restriction of use of streets

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

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

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

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

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

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

(5) Any person who suffers loss by the suspension 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) If a street authority which receives a valid application for consent under paragraph (4) fails to notify the undertaker of its decision before the end of the period of 28 days beginning with the date on which the application was made, it is deemed to have granted consent.

(7) An application for consent made under paragraph (4) must include a written statement that the provisions of paragraph (4) apply to that application.

Permanent stopping up of public rights of way

14.—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised development, stop up permanently each of the public rights of way specified in column (1) of Schedule 3 (permanent stopping up of public rights of way) to the extent specified and described in column (2) of that Schedule.

(2) Where a public right of way has been stopped up under this article—

(a) all rights of way over or along the public right of way so stopped up are extinguished; and

(b) the undertaker may appropriate and use for the purposes of the authorised development so much of the site of the public right of way as is bounded on both sides by land owned by the undertaker.

(3) Any person who suffers loss by the 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.

(4) This article is subject to article 37 (apparatus and rights of statutory undertakers in stopped-up streets).

Access to works

15.—(1) The undertaker may, for the purposes of the authorised development, and with the consent of the street authority, form and layout means of access, or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development provided that this does not result in any materially new or materially different environmental effects than those assessed in the environmental statement.

(2) If a street authority which receives an application for consent under paragraph (1) fails to notify the undertaker of its decision before the end of the period of 28 days beginning with the date on which the application was made, it is deemed to have granted consent.

(3) Any application for consent under paragraph (1) must include a written statement that the provisions of paragraph (2) apply to that application.

Traffic regulation

16.—(1) Subject to the provisions of this article, and the consent of the traffic authority in whose area the road concerned is situated, which consent must not be unreasonably withheld, the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with the construction, operation or maintenance of the authorised development—

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

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

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

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

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

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

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

(3) The undertaker must not exercise the powers conferred by paragraph (1) unless it has—

(a) given not less than—

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

(ii) except in the case of an emergency, 28 days' notice in writing of its intention so to do in the case of a prohibition, restriction or other provision intended to have effect temporarily,

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

(b) advertised its intention in such manner as the traffic authority may specify in writing within 28 days of its receipt of notice of the undertaker's intention as provided for in sub-paragraph (a)(i), or within 7 days of its receipt of notice of the undertaker's intention provided for in sub-paragraph (a)(ii).

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

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

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

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

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

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

(5) Any prohibition, restriction or other provision made under this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers of paragraph (1) within a period of 24 months from the date on which the last part of the road works forming part of the authorised development is first open for public use.

(6) Before exercising the powers conferred by paragraph (1) the undertaker must consult such persons as it considers necessary and appropriate and must take into consideration any representations made to it by any such person.

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

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

(9) If the traffic authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (1) the traffic authority is deemed to have granted consent.

(10) Any application made under paragraph (1) must include a written statement that the provisions of paragraph (9) apply to that application.

Agreements with street authorities

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

(a) the construction of any new street, including any structure carrying the street over any part of the authorised development;

(b) the strengthening, improvement, repair or reconstruction of any street, including any structure carrying the street over any part of the authorised development;

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

(d) any stopping up, closure, alteration or diversion of a street authorised by this Order;

(e) the carrying out in the street of any of the works referred to in articles 10 (street works) and 11 (power to alter layout, etc. of streets); and

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

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

(a) make provision for the 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 the street authority specifying a reasonable time for the completion of the works; and

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

(**a**) Section 32 was amended by section 102 of, and Schedule 17 to, the Local Government Act 1985 (c. 51).
(**b**) 2004 c. 18.

Designation of highways

18.—(1) From the date on which each of the local highways described in columns (1) and (2) of Schedule 4 (designation of highways) is completed and open for traffic that local highway has the designation specified in column (3) of that Schedule.

(2) Notwithstanding Schedule 4, the application of paragraph (1) may be varied or revoked by any instrument made under any enactment which provides for the variation or revocation of such matters.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

19.—(1) Subject to paragraphs (3) and (4), the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised development and for 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 under paragraph (1) is to be determined as if it were a dispute under section 106 (right to communicate with public sewers) of the Water Industry Act 1991(**a**).

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

(4) The undertaker must not make any opening into any public sewer or drain pursuant to paragraph (1) except—

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

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

(5) The undertaker must not, in carrying out or maintaining works under this article, damage or interfere with the bed or banks of any watercourse forming part of a main river other than in accordance with a consent granted by the Environment Agency.

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

(7) This article does not authorise a groundwater activity or a water discharge activity for which an environmental permit would be required under regulation 12(1)(b) (requirement for an environmental permit) of the 2016 Regulations.

(8) In this article—

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

(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; and

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(**a**) 1991 c. 56. Section 106 was amended by sections 35(1) and (8) and 43(2) of. And Schedule 2 to, the Competition and Service (Utilities) Act 1992(c.43), sections 36(2) and 99 of the Water Act 2003 (c. 37) and section 49 of, and paragraph 16(1) of Schedule 3 to the Flood and Water Management Act 2010 (c. 29).

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

(c) "main river" means watercourses as defined under section 113(1)(**a**) (interpretation of Part IV) of the Water Resources Act 1991 and shown as such on the statutory main river maps held by the Environment Agency and the Department for Environment, Food and Rural Affairs.

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

(10) Subject to paragraphs (11) and (12), an application for consent under paragraph (3) or for approval under paragraph (4)(a) must contain a written statement that the provisions of paragraph (9) apply to that application.

(11) The Environment Agency is deemed to have granted consent under paragraph (3) where the watercourse, public sewer or drain belongs to the Environment Agency and an environmental permit under regulation 12(1)(b) (requirement for an environmental permit) of the 2016 Regulations has been granted in respect of the discharge.

(12) A sewerage undertaker is deemed to have granted consent to the discharge of trade effluent into a public sewer under paragraph (3) where the public sewer belongs to the sewerage undertaker and consent under section 118 (consent required for discharge of trade effluent into public sewer) of the Water Industry Act 1991 has been granted in respect of the discharge.

Protective work to buildings

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

(2) Protective works may be carried out—

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

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

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

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

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

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

(5) Before exercising—

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

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

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

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

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

(**a**) The definition of "main river" was amended by section 59(3) of the Water Act 2014 (c.21).

(6) Where a notice is served under paragraph (5)(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 52 (arbitration).

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

(8) Where—

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

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

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

(9) Nothing in this article relieves the undertaker from any liability to pay compensation under section 152(**a**) (compensation in case where no right to claim in nuisance) of the 2008 Act.

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

(11) Section 13(**b**) (refusal to give possession to acquiring authority) of the 1965 Act applies to 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(**c**) (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 by the carrying out, maintenance or use of the authorised development;

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

(c) any works the purpose of which is to secure the safe operation of the authorised development or to prevent or minimise the risk to such operation being disrupted.

Authority to survey and investigate the land

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

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

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

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

(**b**) Section 13 was amended by sections 62(3) and 139(4) to (9) of, paragraph 28 of Schedule 13 and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

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

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

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

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

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

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

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

(5) No trial holes, boreholes or excavations are to be made under this article—

(a) in land located within a 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.

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

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

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

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

that authority will be deemed to have granted consent.

(8) Any application made under paragraph (4)(a) or paragraph (4)(b) must include a written statement that the provisions of paragraph (7) apply to the application.

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

Felling, lopping and removal of trees, shrubs and hedgerows

22.—(1) Subject to paragraph 9 or 10 of Schedule 2 (requirements) to this Order, the undertaker may fell, lop or remove any tree, shrub or hedgerow 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, shrub or hedgerow—

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

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

(2) The powers in sub-paragraph (1) may not be exercised in relation to any tree, shrub or hedgerow which is—

(a) situated within a conservation area (designated under section 69 (designation of conservation areas) of the Planning (Listed Buildings and Conservation Areas) Act 1990(**a**));

(b) subject to a tree preservation order made under Part 8 (special controls) of the 1990 Act and the Town and Country Planning (Tree Preservation) (England) Regulations 2012(**b**),

unless that tree, shrub or hedgerow has been identified in a scheme or plan submitted under paragraph 9 (landscaping design) or paragraph 10 (landscape and biodiversity management plan) of Schedule 2 to this Order along with written details of the proposed works, and the relevant planning authority has provided written approval of that scheme or plan.

(3) In carrying out any activity authorised by paragraphs (1) or (2), the undertaker must do no unnecessary damage to any tree, shrub or hedgerow and must pay compensation to any person for any loss or damage arising from such activity.

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

(5) In this article "hedgerow" has the same meaning as in the Hedgerow Regulations 1997(**c**) and includes important hedgerows.

Removal of human remains

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

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

(3) Subject to paragraph (14), before any such remains are removed from the specified land the undertaker is to give notice of the intended removal, describing the specified land and stating the general effect of the following provisions of this article by—

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

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

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

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

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

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

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

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

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

(8) If the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question is to be determined on the application of either party in a summary

(**a**) 1990 c. 9.
(**b**) S.I. 2012/605.
(**c**) S.I. 1997/1160.

manner by the county court, and the court may make an order specifying who is to remove the remains and as to the payment of the costs of the application.

(9) If—

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

(b) such notice is given and no application is made under paragraph (8) within 56 days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 56 days; or

(c) within 56 days after any order is made by the county court under paragraph (8) any person, other than the undertaker, specified in the order fails to remove the remains; or

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

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

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

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

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

(b) a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (9) is to be sent by the undertaker to the relevant planning authority.

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

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

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

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

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

(15) In the case of remains in relation to which paragraph (14) applies, the undertaker—

(a) may remove the remains;

(b) must apply for direction from the Secretary of State under paragraph (12) as to their subsequent treatment; and

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

(16) In this article—

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

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

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

(b) references to a personal representative of the deceased are to a person or persons who—

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

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

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

PART 5

POWERS OF ACQUISITION AND POSSESSION

Compulsory acquisition of land

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

(2) This article is subject to article 27(2) (compulsory acquisition of rights and imposition of restrictive covenants), article 26 (time limit for exercise of authority to acquire land compulsorily), article 33(9) (temporary use of land for carrying out the authorised development), article 36 (statutory undertakers) and article 39 (Crown rights).

Compulsory acquisition of land – incorporation of the mineral code

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

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

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

(c) for "undertaking" substitute "authorised development"; and

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

Time limit for exercise of authority to acquire land compulsorily

26.—(1) After the end of the period of 10 years beginning on the start date—

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

(b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 30 (application of the 1981 Act).

(2) The authority conferred by article 33 (temporary use of land for carrying out the authorised development) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

(3) In this article "start date" means the later of the day after—

(a) the period for legal challenge in section 118 of the 2008 Act expires; or

(b) the final determination of any legal challenge under that section,

whichever is later.

Compulsory acquisition of rights and imposition of restrictive covenants

27.—(1) Subject to paragraphs (2) to (4), the undertaker may acquire such rights over the Order land, or impose such restrictive covenants affecting the Order land, including rights and restrictive covenants for the benefit of a statutory undertaker or any other person, as may be required for any

(**a**) 1857 c. 81. Section 25 was substituted by section 2 of the Church of England (Miscellaneous Provisions) Measure 2014 (No. 1).
(**b**) 1981 c.67.

purpose for which that land may be acquired under article 24 (compulsory acquisition of land) by creating them as well as acquiring rights already in existence.

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

(3) The power under paragraph (1) to acquire the rights and to impose the restrictive covenants described in Schedule 5 (land in which only new rights etc. may be acquired) for the benefit of statutory undertakers or for the benefit of any other person—

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

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

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

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

(6) The rights which may be acquired permanently and restrictive covenants imposed permanently in, on, over or under plot 6-04 (as shown on the land plans) may only be acquired up to three metres laterally on each side of the location of the constructed fuel pipeline and associated installations measured from their centre line.

Private rights over land

28.—(1) Subject to the provisions of this article, all private rights and restrictions 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)(**b**) (powers of entry) of the 1965 Act,

whichever is the earlier.

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

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

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(**a**) Schedule 2A was inserted by paragraph 3 of Schedule 17 to the Housing and Planning Act 2016 (c. 22).
(**b**) Section 11(1) was amended by paragraph 14(3)(a) if Schedule 4 to the Acquisition of Land Act 1981 (c. 67) and section 186(2)(a) of the Housing and Planning Act 2016.

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

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights and restrictions over land owned by the undertaker that are within the Order land are extinguished at the start of any activity authorised by this Order which interferes with or breaches those rights.

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

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

(6) This article does not apply in relation to any right to which section 138(**b**) (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 36 (statutory undertakers) applies.

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

(a) any notice given by the undertaker before—

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

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

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

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

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

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

(8) If any such agreement 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,

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

(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.

Modification of Part 1 of the 1965 Act

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

(2) in section 4A(1)(**d**) (extension of time limit during challenge)—

(**a**) Section 152 was amended by paragraph 293 and Schedule 1 to S.I. 2009/1307.
(**b**) Section 138 was amended by section 23 of the Growth and Infrastructure Act 2013 (c. 27) and paragraph 12(2) of Schedule 1 to S.I. 2017/1285.
(**c**) Section 125 was amended by paragraph 17 of Schedule 16 to the Housing and Planning Act 2016.
(**d**) Section 4A was inserted by section 202(1) of the Housing and Planning Act 2016;.and section 4A(1) was amended by section 185(2)(b) of the Levelling-up and Regeneration Act 2023 (c .55).

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

(b) for "the applicable period" for the purposes of section 4 (time limit for giving notice to treat) substitute "the ten year period mentioned in article 26 (time limit for exercise of authority to acquire land compulsorily) of the London Luton Airport Expansion Development Consent Order 2025".

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

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

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

(4) In section 22(2) (interests omitted from purchase), for "section 4 of this Act" substitute "article 26 (time limit for exercise of authority to acquire land compulsorily) of the London Luton Airport Expansion Development Consent Order 2025".

(5) In Schedule 2A(**b**) (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 London Luton Airport Expansion Development Consent Order 2025, which excludes the acquisition of subsoil or airspace only from this Schedule."; and

(b) after paragraph 29, insert—

"PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 20 (protective work to buildings), article 21 (authority to survey and investigate the land), article 33 (temporary use of land for carrying out the authorised development) or 34 (temporary use of land for maintaining the authorised development) of the London Luton Airport Expansion Development Consent Order 2025.".

Application of the 1981 Act

30.—(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 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(**c**) (earliest date for execution of declaration), in subsection (2), omit the words from ", and this subsection" to the end.

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

(6) In section 5B(1)(**e**) (extension of time limit during challenge)—

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

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(**a**) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016.
(**b**) Schedule 2A was inserted by paragraph 3 of Schedule 17 to the Housing and Planning Act 2016.
(**c**) Section 5 was amended by paragraph 6 of Schedule 15 to the Housing and Planning Act 2016 (c. 22).
(**d**) Section 5A was inserted by section 182(2) of the Housing and Planning Act 2016 and was amended by section 185(3)(a) of the Levelling-up and Regeneration Act 2023 (c. 55).
(**e**) Section 5B(1) was inserted by section 202(2) of the Housing and Planning Act 2016 and was amended by section 185(3)(b) of the Levelling-up and Regeneration Act 2023.

(b) for "the applicable period" for the purposes of section 5A (time limit for general vesting declaration) substitute "the ten year period mentioned in article 26 (time limit for exercise of authority to acquire land compulsorily) of the London Luton Airport Expansion Development Consent Order 2025".

(7) In section 6(**a**) (notices after execution of declaration) for 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(**b**) (constructive notice to treat) in subsection (1)(a), omit "(as modified by section 4 of the Acquisition of Land Act 1981)".

(9) In Schedule A1(**c**) (counter-notice requiring purchase of land not in general vesting declaration), omit paragraph 1(2).

(10) References to the 1965 Act in the 1981 Act are to be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act to the compulsory acquisition of land under this Order.

Acquisition of subsoil or airspace only

31.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of or of the airspace over the land referred to in article 24(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 referred to in paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

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

(a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as modified by article 29 (modification of Part 1 of 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)(**d**) (reference of objection to Upper Tribunal: general) of the 1990 Act.

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

Rights under or over streets

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

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

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

(**a**) Section 6 was amended by section 4 of, and paragraph 52(2) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and paragraph 7 of Schedule 15 to the Housing and Planning Act 2016.

(**b**) Section 7(1) was substituted by paragraph 3 of Schedule 18 to the Housing and Planning Act 2016 and was amended by section 186(2) of the Levelling-up and Regeneration Act 2023.

(**c**) Schedule A1 was inserted by paragraph 6 of Part 1 of Schedule 18 to the Housing and Planning Act 2016 and was amended by section 41 of the Neighbourhood Planning Act 2017 (c. 20) and section 186(6) of the Levelling-up and Regeneration Act 2023.

(**d**) Section 153(4A) was inserted by section 200(2) of the Housing and Planning Act 2016 (c. 22).

(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, will be entitled to compensation to be determined, in case of dispute, as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

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

Temporary use of land for carrying out the authorised development

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

(a) enter on and take temporary possession of—

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

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

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

(c) use any private road within the Order land for the passage of persons or vehicles (with or without materials, plant and machinery);

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

(e) construct any works on that land 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, and explain the purpose for which entry is taken in respect of land specified under paragraph (1)(a)(ii).

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

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

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

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

(a) replace a building removed under this article;

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

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

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

(e) remove or reposition any apparatus belonging to statutory undertakers or necessary mitigation works.

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

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

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

(8) Subject to article 48 (no double recovery), nothing in this article affects any liability to pay compensation under section 152(**a**) (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (5).

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

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

(11) Nothing in this article prevents the taking of temporary possession more than once in relation to any land specified in paragraph (1).

Temporary use of land for maintaining the authorised development

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

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

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

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

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

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

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

(**a**) Section 152 was amended by S.I. 2009/1307.
(**b**) Section 13 was amended by sections 62(3) and 139 of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).
(**c**) Section 125 was amended by paragraph 17 of Schedule 16 to the Housing and Planning Act 2016.

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

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

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

(b) the public; or

(c) the surrounding environment,

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

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

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

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

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

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

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

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

(12) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land 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.

(13) In this article "the maintenance period", in relation to any part of the authorised development means the period of 5 years beginning with the date on which that part of the authorised development is completed, save that in relation to a landscaping scheme referred to in paragraphs 9 and 10 of Schedule 2 (requirements) to this Order, "the maintenance period" means such period as may be specified in relation to that landscaping scheme in accordance with paragraph 10(5) of Schedule 2 to this Order.

Special category land

35.—(1) On the exercise by the undertaker of the Order rights, the special category land is not to vest in the undertaker (or any specified person), and the undertaker may not acquire any rights over the special category land, until the replacement land has been acquired in the undertaker's name or is otherwise in the name of persons who owned the special category land on the date those powers are exercised and the relevant planning authority has certified that a satisfactory scheme for the provision of replacement land including a timetable for the implementation of the scheme has been received from the undertaker.

(2) On the requirements of paragraph (1) being satisfied—

(a) the special category land is to vest in the undertaker (or any specified person) and be discharged from all rights, trusts and incidents to which it was previously subject; and

(b) the rights to be acquired over the special category land are to vest in the undertaker and the special category land is to be discharged from all rights, trusts and incidents to which it was previously subject but only in so far as their continuance would be inconsistent with the exercising by the undertaker of the Order rights.

(3) The undertaker must implement the scheme certified by the relevant planning authority under paragraph (1) and on the date on which the replacement land is laid out and provided in accordance with that scheme, the replacement land is to vest in the persons in whom the special category land was vested on the date of the exercise of the Order powers (if the replacement land is not already owned by those persons) and is to be subject to the same rights, trusts and incidents as attached to the special category land.

(4) In this article—

"Order rights" means rights and powers exercisable over the special category land by the undertaker under article 24 (compulsory acquisition of land) and article 27 (compulsory acquisition of rights and imposition of restrictive covenants);

"the replacement land" means the land identified as replacement land for the special category land in the book of reference and on the plans entitled "special category land plans";

"the special category land" means the land identified as forming part of an open space, or fuel or field allotment in the book of reference and on the plans entitled "special category land plans"; and

"specified person" means a person other than the undertaker for whose benefit the land or rights are being acquired.

Statutory undertakers

36.—(1) Subject to the provisions of Schedule 8 (protective provisions), article 27 (compulsory acquisition of rights and imposition of restrictive covenants) and paragraph (2), the undertaker may—

(a) acquire compulsorily the land belonging to statutory undertakers within the Order land and described in the book of reference;

(b) acquire existing rights, create and acquire new rights and impose restrictive covenants over the land belonging to statutory undertakers within the Order land and described in the book of reference;

(c) extinguish or suspend the rights of, or remove, relocate or reposition apparatus belonging to, statutory undertakers over or within the Order land;

(d) construct the authorised development in such a way as to cross underneath or over apparatus belonging to statutory undertakers and other like bodies within the Order land; and

(e) construct over existing apparatus belonging to statutory undertakers any necessary track or roadway (whether temporary or permanent) together with the right to maintain or remove the same, and install such service media under or over the existing apparatus needed in connection with the authorised development.

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

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

(b) article 37 (apparatus and rights of statutory undertakers in stopped-up streets) of this Order.

Apparatus and rights of statutory undertakers in stopped-up streets

37.—(1) Where a street is stopped up under article 14 (permanent stopping up of public rights of way), any statutory utility whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to the provisions of this article, as if this Order had not been made.

(2) Where a street is stopped up under article 14 (permanent stopping up of public rights of way) any statutory utility whose apparatus is under, in, on, over, along or across the street may, and if reasonably requested to do so by the undertaker must—

(a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the statutory utility may reasonably determine and have power to place it; or

(b) provide other apparatus in substitution for the existing apparatus and place it in such position as described in sub-paragraph (a).

(3) Subject to the following provisions of this article, the undertaker must pay to any statutory utility an amount equal to the cost reasonably incurred by the utility in or in connection with—

(a) the execution of the relocation works required in consequence of the stopping up of the street; and

(b) the doing of any other work or thing rendered necessary by the execution of the relocation works.

(4) If in the course of the execution of relocation works under paragraph (2)—

(a) apparatus of a better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker, or, in default of agreement, is not determined by arbitration to be necessary, then, if it involves cost in the execution of the relocation works exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which, apart from this paragraph, would be payable to the statutory utility by virtue of paragraph (3) is to be reduced by the amount of that excess.

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

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

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

(6) An amount which, apart from this paragraph, would be payable to a statutory utility in respect of works by virtue of paragraph (3) (and having regard, where relevant, to paragraph (4)) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the statutory utility any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

(7) Paragraphs (3) to (6) do not apply where the authorised development constitutes major highway works, major bridge works or major transport works for the purposes of Part 3 of the 1991 Act, but instead—

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

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

(8) In this article—

"apparatus" has the same meaning as in Part 3 of the 1991 Act;

"relocation works" means work executed, or apparatus provided, under paragraph (2); and

"statutory utility" means a statutory undertaker for the purposes of the 1980 Act or a public communications provider as defined in section 151(1)(**a**) (interpretation of Chapter 1) of the 2003 Act.

Recovery of costs of new connections

38.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 36 (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 36 (statutory undertakers), any person who is—

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

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

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

(3) This article does not have effect in relation to apparatus to which article 37 (apparatus and rights of statutory undertakers in stopped-up streets) or Part 3 of the 1991 Act applies.

(4) In this paragraph—

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

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

Crown rights

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

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

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

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

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

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

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

Disregard of certain improvements, etc.

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

(a) any interest in land; or

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

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

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

Set off for enhancement in value of retained land

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

(2) In assessing the compensation payable to any person in respect of the acquisition from that person of any new rights over land (including the subsoil) under article 27 (compulsory acquisition of rights and imposition of restrictive covenants), the tribunal must set off against the value of the rights so acquired—

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

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

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

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

PART 6

OPERATIONS

Power to operate the authorised development

42.—(1) The undertaker may operate and use the authorised development.

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

PART 7

MISCELLANEOUS AND GENERAL

Disapplication of legislative provisions

43. The provisions of the Neighbourhood Planning Act 2017(**a**), in so far as they relate to the temporary possession of, or entry into, land under this Order, do not apply in relation to the construction of any work or the carrying out of any operation required for the purpose of, or in connection with, the construction of the authorised development and, within the maintenance period defined in article 34(13) (temporary use of land for maintaining the authorised development), any maintenance of any part of the authorised development.

Interaction with LLAOL planning permission

44.—(1) The undertaker may not, in accordance with this Order, operate the airport above the passenger cap permitted by the LLAOL planning permission until notice under this article has been served on Luton Borough Council by the undertaker.

(2) As soon as reasonably practicable following service of notice under paragraph (1), the undertaker must inform the following local authorities that such notice has been served—

(a) Central Bedfordshire Council;

(b) Dacorum Borough Council;

(c) Hertfordshire County Council; and

(d) North Hertfordshire District Council.

(3) Notwithstanding article 45(2) (application of the 1990 Act) of this Order, upon service of notice under paragraph (1)—

(a) the undertaker must operate the airport in accordance with the provisions of this Order; and

(b) subject to paragraphs (4) and (5), the conditions of the LLAOL planning permission cease to have effect and the LLAOL section 106 agreement is abrogated.

(4) Where one or more of the specified conditions of the LLAOL planning permission—

(a) require delivery of built development which has not been completed at the point of service of notice under paragraph (1), or relate to construction of that built development; or

(b) require post-completion monitoring or management of built development required to be delivered by the LLAOL planning permission,

the specified condition continues to have effect in relation to the built development in question after service of notice under paragraph (1) until the obligation in relation to the built development has been discharged, or Luton Borough Council certifies in writing that the obligation has been superseded by an equivalent obligation under this Order.

(5) Upon service of notice under paragraph (1), the LLAOL planning permission and the LLAOL section 106 agreement will not be enforceable except in respect of any breach that occurred prior to the undertaker serving notice under paragraph (1).

(6) Notwithstanding paragraph (1), the undertaker may exercise any other powers under this Order in respect of any part of the authorised development prior to or following service of notice under paragraph (1).

(7) In this article, "specified condition" means either—

(a) conditions 1, 4, 6, 7, 13-15, 17, 18 and 20 of planning permission reference 15/00950/VARCON; or

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(**a**) 2017 c. 20.

(b) if planning permission 21/00031/VARCON (APP/B0230/V/22/3296455) has been commenced, conditions 1-3, 5, 6, 10-12 and 14-16 of that permission,

including any variations thereto granted under section 96A(**a**) (power to make non-material changes to planning permission or permission in principle) or section 73 (determination of applications to develop land without compliance with conditions previously attached) of the 1990 Act.

Application of the 1990 Act

45.—(1) Development consent granted by this Order—

(a) which applies to land forming part of the airport; or

(b) which authorises works to apparatus of statutory undertakers on, under or over land,

is to be treated as specific planning permission for the purposes of section 264(3) (cases in which land is to be treated as not being operational) of the 1990 Act provided development which comprises the airport or apparatus belonging to a statutory undertaker is authorised under this Order and has been carried out on the land in question.

(2) To the extent that the LLAOL planning permission or the Green Horizons Park permission or compliance with any conditions of either of those permissions is inconsistent with authorised development which is carried out under this Order, then from the point at which that inconsistency arises—

(a) that inconsistency is to be disregarded for the purposes of establishing whether any development which is the subject matter of that planning permission is capable of physical implementation;

(b) no enforcement action under the 1990 Act may be taken against development carried out in accordance with that planning permission by reason of such inconsistency, whether inside or outside the Order limits; and

(c) any conditions on that planning permission that are inconsistent with this Order or the authorised development cease to have effect.

(3) To the extent that development carried out, operated or used in accordance with the grant of planning permission under the 1990 Act that is inconsistent with the authorised development under this Order it is deemed not to constitute a breach of this Order and does not prevent the undertaker carrying out the authorised development granted development consent under this Order.

(4) Where the undertaker identifies an inconsistency between a planning permission and this Order which engages the provisions of paragraphs (2)or (3) as the case may be, it must notify the relevant planning authority as soon as reasonably practicable about the existence of the inconsistency, and how the undertaker is proceeding in view of that inconsistency in accordance with this article.

(5) In this article—

(a) "Green Horizon Park permission" means planning permission reference 17/02300/EIA or any variation of this permission granted under section 96A (power to make non-material changes to planning permission or permission in principle) or section 73(**b**) (determination of applications to develop land without compliance with conditions previously attached) of the 1990 Act;

(b) "inconsistency" and "cognate expressions" means a circumstance in which a physical conflict exists, or one in which development is no longer capable of being physically implemented or otherwise operated in accordance with the permission or consent granted; and

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(**a**) Section 96A was inserted by section 190(2) of the Planning Act 2008 (c. 29) and was amended by S.I. 2017/276.

(**b**) Section 73 was amended by section 51(3) of, and Schedule 9 to, the Planning and Compulsory Purchase Act 2004 (c. 5), paragraph 4 of Schedule 3 to the Neighbourhood Planning Act 2017 (c. 20), paragraph 3(5) of Schedule 14 to the Environment Act 2021 (c. 30), section 114(6) of the Levelling-up and Regeneration Act 2023 (c. 55) and S.I. 2024/49.

(c) "planning permission" means planning permission granted under the 1990 Act including planning permission deemed to be granted under article 3 (permitted development) and Classes F, G, I, J, K, L, M and N of Part 8 (Transport related development) of Schedule 2 to the Town and Country Planning (General Permitted Development) (England) Order 2015(**a**).

Application of landlord and tenant law

46.—(1) This article applies to—

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

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

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

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

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

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

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

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

Defence to proceedings in respect of statutory nuisance

47.—(1) Where proceedings are brought under section 82(1) (summary proceedings by person aggrieved by statutory nuisance) of the Environmental Protection Act 1990(**b**) in relation to a nuisance falling within paragraph (d), (e), (g) and (ga) of section 79(1)(**c**) (statutory nuisances and inspections therefor) of that Act no order is to be made, and no fine may be imposed, under section 82(2)(**d**) 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 or maintenance 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(**e**); 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 or operation of the authorised development and that it cannot reasonably be avoided.

(**a**) S.I. 2015/596.
(**b**) 1990 (c. 43). Section 82(1) was amended by paragraph 6(a) of Schedule 17 to the Environment Act 1995 (c. 25).
(**c**) Section 79(1)(ga) was inserted by section 2(2)(b) of the Noise and Statutory Nuisance Act 1993 (c.40).
(**d**) Section 82(2) was amended by section 5(1) and (2) of the Noise and Statutory Nuisance Act 1993 and paragraph 6(b) of Schedule 17 to the Environment Act 1995.
(**e**) 1974 c.40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55) and paragraph 15(3) of Schedule 15 to, the Environmental Protection Act 1990 (c. 43). There are other amendments to this Act which are not relevant to this Order.

(2) For the purposes of paragraph (1), compliance with the controls and measures relating to noise, vibration, dust or lighting described in the code of construction practice will be sufficient, but not necessary, to show that an alleged nuisance could not reasonably be avoided.

(3) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development.

(4) In this this article "premises" has the same meaning as in section 79(7)(**a**) of the Environmental Protection Act 1990.

No double recovery

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

Protection of interests

49. Schedule 8 (protective provisions) has effect.

Certification of documents, etc.

50.—(1) As soon as practicable after the making of this Order the undertaker must submit copies of each of the plans and documents set out in Schedule 9 (documents to be certified) to the Secretary of State for certification that they are true copies of those plans and documents.

(2) Where any plan or document set out in Schedule 9 requires to be amended to reflect the terms of the Secretary of State's decision to make the Order, that plan or document in the form amended to the Secretary of State's satisfaction is the version of the plan or document required to be certified under paragraph (1).

(3) Notwithstanding paragraph (2), the Secretary of State expects the undertaker to provide an updated GCG Framework so that this document—

(a) consistent refers to "within six months of new legal limits being published"; and

(b) reflects the revised control needed to take account of paragragh 29 (annual air traffic movement cap for the authorised development) in Schedule 2 (requirements) which secure an annual movement limit of 209,410 movements.

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

Service of notices

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

(a) by post;

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

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

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

(**a**) The definition of "premises" was inserted by paragraph 2(b)(ii) of Schedule 17 to the Environment Act 1995.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Arbitration

52.—(1) Except where otherwise expressly provided for in this Order and unless otherwise agreed between the parties, any difference under any provision of this Order (other than a difference which falls to be determined by the tribunal) must be resolved in accordance with this article.

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

(2) The parties must use reasonable endeavours to settle any difference to which paragraph (1) applies through negotiations undertaken in good faith by senior representatives of the parties.

(3) Any difference which is not resolved to the satisfaction of the parties under paragraph (2) within ten working days of the dispute arising (or such longer period as may be agreed) must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) by the Secretary of State.

Guarantees in respect of payment of compensation

53.—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any land comprised in part of the authorised development unless it has first put in place for that land either—

(a) a guarantee, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land; or

(b) an alternative form of security, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land.

(2) The provisions are—

article 24 (compulsory acquisition of land);

article 27 (compulsory acquisition of rights and imposition of restrictive covenants);

article 28 (private rights over land);

article 31 (acquisition of subsoil or airspace only);

article 32 (rights under or over streets);

article 33 (temporary use of land for carrying out the authorised development);

article 34 (temporary use of land for maintaining the authorised development); and

article 36 (statutory undertakers).

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

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

Enhancement and conservation of the Chilterns National Landscape

54.—(1) Having regard to the duty under section 85 of the Countryside and Rights of Way Act 2000, upon service of the notice referred to in article 44(1), the undertaker will make a funding contribution to the Chilterns Conservation Board in the sum of £250,000.

(2) The Chilterns Conservation Board is to allocate the funding contribution referred to in paragraph (1) to one or more projects which—

(a) further the purposes of conserving or enhancing the Chilterns National Landscape; and

(b) are consistent with the Chilterns AONB Management Plan 2019-2024 (or any superseding or equivalent document).

(3) Upon any allocation of funding in accordance with paragraph (2), the Chilterns Conservation Board is to notify the undertaker about the project which is in receipt of the funding and provide the undertaker with such information about the project as the undertaker may reasonably request.

(4) In this article, the "Chilterns Conservation Board" includes any successor body which performs its functions and duties.

Signed by authority of the Secretary of State for Transport

Gareth Leigh
Head of the Transport and Works Act Orders Unit
3rd April 2025 Department for Transport

SCHEDULES

SCHEDULE 1

Article 2

AUTHORISED DEVELOPMENT

In the administrative area of Luton Borough Council, Central Bedfordshire Council, North Hertfordshire District Council, Hertfordshire County Council and Dacorum Borough Council

A nationally significant infrastructure project as defined in sections 14 (nationally significant infrastructure projects: general) and 23 (airports) of the 2008 Act; and associated development as defined in section 115(2) (development for which development consent may be granted) of the 2008 Act, comprising as follows—

Sitewide works to enable development

Work No. 1a — Within the area of land shown on the Works Plans as Work No. 1a, earthworks involving the excavation of natural material and existing made ground and stockpiles to create a new apron at approximately existing apron height as well as a landform platform suitable for the construction of a new terminal, apron, car parks and ancillary airport facilities.

Work No. 1b — Within the area of land shown on the Works Plans as Work No. 1b, landfill remediation works to the former Eaton Green landfill site including the excavation, processing and re-deposit of material and the piling of foundations to support the new airport buildings and infrastructure.

Airfield works

Work No. 2a(01) — Within the area of land shown on the Works Plans as Work No. 2a(01), works to construct up to four new aircraft stands including high mast lighting, linear drainage systems with catch-pits, an oil separator and attenuation storage, the construction of a new taxiway from the east side of existing Taxiway Foxtrot, drainage and aeronautical ground lighting.

Work No. 2a(02) — Within the area of land shown on the Works Plans as Work No. 2a(02), works to construct a new surface movement radar including the construction of an access road, security fencing and power and communication cable connections.

Work No. 2b(01) — Within the area of land shown on the Works Plans as Work No. 2b(01), works to construct additional taxiways, including a rapid exit taxiway, to tie-in the existing runway including—

(a) the localised resurfacing of the runway pavement edges;

(b) the provision of necessary drainage incorporating localised modification of runway edge drainage systems;

(c) the modification of existing aeronautical ground lighting, specifically existing runway edge lighting and the installation of new aeronautical ground lighting including cabling; and

(d) the provision of required markings associated with the new taxiway.

Work No. 2b(02) — Within the area of land shown on the Works Plans as Work No. 2b(02), works to construct a new airfield equipment. To include—

(a) Instrument Runway Visual Range system, including the construction of an access track and power and communication cable connections; and

(b) Precision Approach Path Indicators, including the construction of an access track and power and communication cable connections.

Work No. 2b(03) — Within the area of land shown on the Works Plans as Work No. 2b(03), works to construct new apron (including appropriate drainage with full retention separators to collect surface water for appropriate storage and treatment), new taxiways, roads and ground servicing equipment (GSE) areas including car parking areas and electric charging points for the GSE vehicle fleet. The construction of up to 12 new aircraft stands, each aircraft stand to be provided with—

(a) a fixed electrical ground power unit;

(b) a below ground fuel hydrant system servicing the stands with fuel to hydrants located on the stands;

(c) a stand entry guidance system; and

(d) high mast lighting.

Work No. 2b(04) — Within the area of land shown on the Works Plans as Work No. 2b(04), the construction of new taxiways to connect the new apron to the existing taxiway network consisting of a realigned existing parallel Taxiway and the construction of a new Taxiway and the construction of a new isolation stand.

Work No. 2c(01) — Within the area of land shown on the Works Plans as Work No. 2c(01), works to construct new apron (including appropriate drainage with full retention separators to collect surface water for appropriate storage and treatment), new taxiways, along with the construction of—

(a) up to 12 additional aircraft stands;

(b) up to three additional stands to be connected to the western pier constructed as part of Work No. 3c(01);

(c) up to seven stands, located to the east of the current apron to provide direct access to the proposed new pier building described in Work No. 3c(02);

(d) fixed electrical ground power units;

(e) a below ground fuel hydrant system servicing all the stands within the apron area with fuel to hydrants located on the stands;

(f) a stand entry guidance system; and

(g) high mast lighting.

Work No. 2c(02) — Within the area of land shown on the Works Plans as Work No. 2c(02), works to construct additional taxiways, including a rapid exit taxiway, to tie-in the existing runway including—

(a) the localised resurfacing of the runway pavement edges;

(b) the provision of necessary drainage incorporating localised modification of runway edge drainage systems;

(c) the modification of existing aeronautical ground lighting, specifically existing runway edge lighting and the installation of new aeronautical ground lighting including cabling; and

(d) the provision of required markings associated with the new taxiway.

Work No. 2c(03) — Within the area of land shown on the Works Plans as Work No. 2c(03), the construction of new hangar aprons required to provide access for aircraft to the new hangars to be constructed under Work No. 4b.

Work No. 2c(04) — Within the area of land shown on the Works Plans as Work No. 2c(04), works to upgrade the existing perimeter road from the fire station to the new fire training ground described in Work No. 2d.

Work No. 2d — Within the area of land shown on the Works Plans as Work No. 2d, the construction of a new fire training ground facility. To include—

(a) installation of training rigs and towers;

(b) drainage infrastructure;

(c) high mast lighting;

(d) vehicle and pedestrian access routes;

(e) ancillary buildings; and

(f) the demolition of the existing fire training ground facility.

Work No. 2e — Within the area of land shown on the Works Plans as Work No. 2e, works to upgrade the existing engine ground run up bay. To include—

(a) installation of acoustic and blast barriers;

(b) drainage infrastructure;

(c) high mast lighting;

(d) vehicle and pedestrian access routes; and

(e) dismantling and decommissioning of the facility following construction of Work No. 2f.

Work No. 2f — Within the area of land shown on the Works Plans as Work No. 2f, works to construct a new engine ground run up bay. To include—

(a) relocation and installation of acoustic and blast barriers;

(b) drainage infrastructure;

(c) high mast lighting; and

(d) dismantling and decommissioning of facility following construction of Work No. 2g.

Work No. 2g — Within the area of land shown on the Works Plans as Work No. 2g, works to construct a new engine ground run up bay. To include—

(a) relocation and installation of acoustic and blast barriers;

(b) drainage infrastructure; and

(c) high mast lighting.

Work No. 2h(01) — Within the area of land shown on the Works Plans as Work No. 2h(01), the construction of a new airside drainage corridor to connect into proposed landside drainage infrastructure. To include—

(a) pipework and associated drainage infrastructure to serve surface water run-off;

(b) inspection chamber construction;

(c) oil separator; and

(d) below ground surface water attenuation storage facilities.

Work No. 2h(02) — Within the area of land shown on the Works Plans as Work No. 2h(02), the extension of the airside drainage corridor to connect into proposed landside drainage infrastructure. To include—

(a) pipework and associated drainage infrastructure to serve surface water run-off;

(b) inspection chamber construction;

(c) oil separator; and

(d) below ground surface water attenuation storage facilities.

Terminal and associated works

Work No. 3a(01) — Within the area of land shown on the Works Plans as Work No. 3a(01), the construction of a new Pier C to Terminal 1 (T1) accessible from existing Pier B to be built on two levels including the construction of an external canopy from the southern end of the new pier.

Work No. 3a(02) — Within the area of land shown on the Works Plans as Work No. 3a(02), works to extend the existing T1 building to its northern side at ground floor level to increase the size of the immigration area.

Work No. 3a(03) — Within the area of land shown on the Works Plans as Work No. 3a(03), works to extend the southern area of existing T1 on two levels to accommodate increased security and check-in facilities at ground floor level and to increase the area of the departure lounge at first floor level.

Work No. 3a(04) — Within the area of land shown on the Works Plans as Work No. 3a(04), works to extend the northern area of the existing T1 at first floor level over the existing airside road system to increase the area of the departure lounge.

Work No. 3a(05) — Within the area of land shown on the Works Plans as Work No. 3a(05), works to expand the area of the existing baggage hall within T1.

Work No. 3b(01) — Within the area of land shown on the Works Plans as Work No. 3b(01), the construction of an airport terminal building (T2) to include provision for landside access by light train system (Work No. 3g), a new road system (Works Nos. 6b and 6c), a pedestrian plaza (Work No. 3f) in direct contact with a new apron (Work No. 2a). The terminal buildings to include provision for—

(a) building superstructure;

(b) check-in hall;

(c) passenger security screening;

(d) baggage handling system;

(e) departure lounge;

(f) immigration and customs facilities;

(g) food kiosks, cafes, restaurants and retail units;

(h) support accommodation and operational areas for terminal management and welfare facilities for airport staff; and

(i) waste handling facilities.

Work No. 3b(02) — Within the area of land shown on the Works Plans as Work No. 3b(02), the construction of an extension to T2 (Work No. 3b(01) in direct contact with Works Nos. 2a and 2b. To include—

(a) expansion of passenger and baggage handling facilities;

(b) localised internal remodelling; and

(c) additional food kiosks, cafes, restaurants, retail and welfare facilities.

Work No. 3c(01) — Within the area of land shown on the Works Plans as Work No. 3c(01), the construction of a pier, connected to the new T2 building (Work No. 3b(01)) and the new apron (Work No. 2a), to serve up to 14 aircraft stands. To include—

(a) construction of piled foundations;

(b) vehicle and pedestrian access routes and parking areas;

(c) vertical circulation nodes to each aircraft stand each with a fixed link bridge connection from pier at upper level; and

(d) bridge connection from pier to T2.

Work No. 3c(02) — Within the area of land shown on the Works Plans as Work No. 3c(02), the construction of a pier, connected to the new T2 building (Work No. 3b(02)) and the new apron (Work No. 2b), to serve up to 14 aircraft stands. To include—

(a) construction of piled foundations;

(b) vehicle and pedestrian access routes and parking areas;

(c) vertical circulation nodes to each aircraft stand each with a fixed link bridge connection from pier at upper level; and

(d) two storey bridge connection from pier to T2.

Work No. 3d — Within the area of land shown on the Works Plans as Work No. 3d, the construction of a new coach station to connect with airport operational roads (Work No. 6c(02)). To include—

(a) drainage works;

(b) construction of a canopy;

(c) hard and soft landscaping;

(d) wayfinding features; and

(e) fixtures, fittings and equipment.

Work No. 3e(01) — Within the area of land shown on the Works Plans as Work No. 3e(01), the construction of a passenger drop off zone to connect with airport operational roads (Work No. 6c). To include—

(a) drainage works;

(b) hard and soft landscaping; and

(c) parking entry and exit gates, internal roads and parking areas.

Work No. 3e(02) — Within the area of land shown on the Works Plans as Work No. 3e(02), the construction of a passenger drop off zone to connect with airport operational roads (Work No. 6c). To include—

(a) drainage works;

(b) road access security features;

(c) hard and soft landscaping; and

(d) parking entry and exit gates, internal roads and parking areas.

Work No. 3f — Within the area of land described shown on the Works Plans as Work No. 3f, the construction of a pedestrianised plaza to the landside part of T2 (Work No. 3b(01)). To include—

(a) drainage works;

(b) security features and structures;

(c) hard and soft landscaping;

(d) wayfinding features; and

(e) street furniture and lighting.

Work No. 3g — Within the area of land shown on the Works Plans as Work No. 3g, the extension of the Luton DART light rail system connecting T1 with the T2 along with the construction of a new Luton DART station at T2. To include—

(a) construction of a tunnel;

(b) construction of T2 station box;

(c) T2 station fit out works; and

(d) modifications to T1 Station, including platform screen doors and relocation of transport system maintenance area to T2 station.

Work No. 3h — Within the area of land shown on the Works Plans as Work No. 3h, the construction of buildings and other infrastructure supporting the function and operation of T2. To include—

(a) service yard including loading bays and segregated waste bailing/compaction/storage;

(b) hard and soft landscaping;

(c) safeguarded parking zone; and

(d) energy centre, centralised facility for T2 heating and cooling plant outside the operational envelope of the terminal.

Work No. 3i —Within the area of land shown on the Works Plans as Work No. 3i, the construction of airport operations and maintenance buildings supporting the airport including but not limited to a security gatehouse, airside operations facility, ground support equipment maintenance area and airside vehicle maintenance area. To include—

(a) drainage system;

(b) hard and soft landscaping;

(c) external vehicle/pedestrian access and circulation work;

(d) security systems, including boundary fencing;

(e) warehouse type buildings;

(f) internal workshops, management and welfare facilities;

(g) controlled access operational parking; and

(h) loading bays.

Airport support facilities

Work No. 4a — Within the area of land shown on the Works Plans as Work No. 4a, the construction of a hotel. To include—

(a) external vehicle/pedestrian access and circulation work;

(b) service yard access for deliveries, loading dock, maintenance access and segregated waste bailing/compaction/storage;

(c) hard and soft landscaping;

(d) dedicated sprinkler tank and fire suppression system; and

(e) controlled access parking provision for hotel residents/staff.

Work No. 4b — Within the area of land shown on the Works Plans as Work No. 4b, the construction of up to two hangars. To include—

(a) external vehicle/pedestrian access routes;

(b) hard and soft landscaping;

(c) fire suppression system and dedicated water tank; and

(d) controlled access internal parking.

Work No. 4c(01) — Within the area of land shown on the Works Plans as Work No. 4c(01), the construction of fuel storage and distribution facilities to connect to Work No. 4c(02), and a distribution system that will extend to the apron area (Work Nos. 2b(03) and 2c(01)). To include—

(a) installation of fuel storage tanks and associated pipework;

(b) fuel pipework between the new storage facilities and the existing storage facility;

(c) bund walls;

(d) drainage and foul infrastructure;

(e) lighting;

(f) firefighting facilities and water storage tank;

(g) vehicle and pedestrian access routes, parking areas;

(h) security fencing, gates and monitoring systems; and

(i) ancillary buildings.

Work No. 4c(02) — Within the area of land shown on the Works Plans as Work No. 4c(02), the construction of a new fuel pipeline providing a fuel pipe connection between the fuel storage facility (Work No.4c(01)), national fuel delivery pipeline, and existing storage facility. To include—

(a) earthworks to resolve site levels;

(b) pipework monitoring systems;

(c) fuel pumps;

(d) landscaping;

(e) security fencing, gates and monitoring systems; and

(f) vehicle access track from highway to provide access and parking and loading area adjacent to national pipeline connection.

Work No. 4d — Within the area of land shown on the Works Plans as Work No. 4d, the construction of a new water treatment plant. To include—

(a) primary, biological, secondary and final treatment;

(b) facilities for processing and storage of sludge;

(c) odour control plant; and

(d) soft landscaping.

Work No. 4e— Within the area of land shown on the Works Plans as Work No. 4e, the construction of a solar energy battery storage facility. To include—

(a) drainage and foul infrastructure;

(b) firefighting facilities;

(c) lighting;

(d) vehicle and pedestrian access routes;

(e) parking areas;

(f) security fencing, gates and monitoring systems; and

(g) ancillary buildings.

Work No. 4f— Within the area of land shown on the Works Plans as Work No. 4f, the construction of airside security and access including the construction of a vehicle control point facility and associated power, communications, potable water and foul drainage connections.

Work No. 4g — Car Park P1. Within the area of land shown on the Works Plans as Work No. 4g, the construction of Car Park P1 being a multi-storey car park to provide up to approximately 1000 parking spaces. To include—

(a) drainage works including interceptor tanks;

(b) vehicle connection with highway;

(c) vehicular and pedestrian access and circulation routes;

(d) parking entry and exit gates;

(e) ticket machines;

(f) firefighting system, dry risers and provision for fire tender access;

(g) general and emergency lighting;

(h) statutory and wayfinding signage;

(i) solar energy production, storage, and distribution provision; and

(j) security systems.

Work No. 4h — Car Park P2. Within the area of land shown on the Works Plans as Work No. 4h, the construction of Car Park P2 being a surface car park to provide up to approximately 470 parking spaces. To include—

(a) car park surfacing;

(b) drainage works including interceptor tanks;

(c) vehicle connection with highway;

(d) vehicular and pedestrian access and circulation routes;

(e) parking entry and exit gates;

(f) ticket machines;

(g) general and emergency lighting;

(h) statutory and wayfinding signage;

(i) solar energy production, storage, and distribution provision; and

(j) security systems.

Work No. 4i — Car Park P3. Within the area of land shown on the Works Plans as Work No. 4i, works to modify the existing Airport Car Park (as a result of Work No. 6a) with realignment of the roadside perimeter fence and circulation road. To include—

(a) car park surfacing;

(b) statutory and wayfinding signage; and

(c) general and emergency lighting.

Work No. 4j —Car Park P4. Within the area of land shown on the Works Plans as Work No. 4j, works to reconfigure the existing T1 Multi Storey Car Park 1 to provide additional parking.

Work No. 4k(01) — Car Park P5. Within the area of land shown on the Works Plans as Work No. 4k(01), works to reduce the existing long stay surface car park in area and reconfiguration to provide up to approximately 2450 parking spaces. To include—

(a) car park surfacing;

(b) statutory and wayfinding signage;

(c) hard and soft landscaping;

(d) general and emergency lighting.

Work No. 4k(02) — Car Park P5. Within the area of land shown on the Works Plans as Work No. 4k(02), works to reduce the size of the existing long stay surface car park with the construction of a single storey decked car parking area reconfigured to provide up to approximately 1200 parking spaces. To include—

(a) drainage works including separator tanks;

(b) hard and soft landscaping;

(c) vehicle connection with highway;

(d) vehicular and pedestrian access and circulation routes;

(e) parking entry and exit gates;

(f) ticket machines;

(g) firefighting system, dry riser provision for fire tender access;

(h) general and emergency lighting;

(i) statutory and wayfinding signage;

(j) solar energy production, storage, and distribution provision; and

(k) security systems.

Work No. 4l(01) — Car Park P6. Within the area of land shown on the Works Plans as Work No. 4l(01), works to construct a new temporary surface car park to provide up to approximately 1,250 car parking spaces including works to remove the temporary car park, hard and soft landscaped areas, signage, and surface treatments.

Work No. 4l(02) — Car Park P6. Within the area of land shown on the Works Plans as Work No. 4l(02), works to reconfigure and extend the temporary surface car park (Work No. 4l(01)) to provide up to approximately 1,620 car parking spaces including works to remove the temporary car park, hard and soft landscaped areas, signage, and surface treatments.

Work No. 4m(01) — Car Park P7. Within the area of land shown on the Works Plans as Work No. 4m(01), works to construct a new temporary surface car park to accommodate up to approximately 3,090 cars. including works to remove the temporary car park, hard and soft landscaped areas, signage, and surface treatments.

Work No. 4m(02) — Car Park P7. Within the area of land shown on the Works Plans as Work No. 4m(02), works to reduce the temporary surface car park (Work No. 4m(01)) to accommodate up to approximately 1,230 cars including works to remove the temporary surface car park, hard and soft landscaped areas, signage, and surface treatments.

Work No. 4n — Car Park P8. Within the area of land shown on the Works Plans as Work No. 4n, works to construct a temporary surface car park to accommodate up to approximately 600 cars including works to remove the temporary car park, hard and soft landscaped areas, signage, and surface treatments.

Work No. 4o(01) — Car Park P9. Within the area of land shown on the Works Plans as Work No. 4o(01), works to reconfigure the existing staff car park and conversion of existing car hire facility into car parking to provide up to approximately 1,075 surface car parking spaces, hard and soft landscaped areas, signage, and surface treatments.

Work No. 4o(02) — Car Park P9. Within the area of land shown on the Works Plans as Work No. 4o(02), works to redevelop the area of existing car park not required for the construction of Work No. 6a(02), including the provision of new decked car park with roofing or canopies above the upper deck, to support photovoltaic panels, to accommodate up to approximately 1,200 car parking spaces, hard and soft landscaped areas, signage, and surface treatments.

Work No. 4p(01) — Car Park P10. Within the area of land shown on the Works Plans as Work No. 4p(01), works to construct a new car park to accommodate approximately 1,150 cars including hard and soft landscaped areas, signage, and surface treatments.

Work No. 4p(02) — Car Park P10. Within the area of land shown on the Works Plans as Work No. 4p(02), works to expand and reconfigure Work No. 4p(01) to accommodate up to approximately 3,165 cars including canopies or roofing above the car park to support photovoltaic panels, and including hard and soft landscaped areas, signage, surface treatments and welfare building.

Work No. 4q(01) — Car Park P11. Within the area of land shown on the Works Plans as Work No. 4q(01), works to construct a new surface level car park to accommodate up to approximately 2,700 cars, including canopies or roofing above the car park to support photovoltaic panels, hard and soft landscaped areas, signage, below ground surface water storage tank and surface treatments.

Work No. 4q(02) — Car Park P11. Within the area of land shown on the Works Plans as Work No. 4q(02), works to expand Work No. 4q(01) to accommodate up to approximately 5,350 cars including canopies or roofing above the car park to support photovoltaic panels, hard and soft landscaped areas, signage, surface treatments and welfare building.

Work No. 4r — Car Park P12. Within the area of land shown on the Works Plans as Work No. 4r, works to construct a new multi-storey car park to accommodate up to approximately 2,225 cars

including photovoltaic panels on roof or canopy over upper level, hard and soft landscaped areas, signage, and surface treatments and provision for canopies/roofing.

Work No. 4s — Airport Access Road car parking replacement provision. Within the area of land shown on the Works Plans as Work No. 4s, works to construct a temporary car park to accommodate up to approximately 80 car spaces to provide replacement car parking for spaces affected by the construction of Work No. 6a(02) including works to remove the temporary car park, including signage and surface treatments.

Work No. 4t(01) — Airport Access Road permanent car parking replacement provision. Within the area of land shown on the Works Plans as Work No. 4t(01), works to construct a new surface level car park to accommodate up to approximately 25 car spaces to provide replacement car parking for spaces affected by the construction of Work No. 6a(02), to include both hard and soft landscaped areas, signage, and surface treatments.

Work No. 4t(02) — Airport Access Road permanent car parking replacement provision. Within the area of land shown on the Works Plans as Work No. 4t(02), works to construct three new surface level car parks including associated access roads to accommodate up to approximately 275 car spaces to provide replacement car parking for spaces affected by the construction of Work No. 6a(02), to include both hard and soft landscaped areas, signage, and surface treatments.

Work No. 4t(03) — Airport Access Road permanent car parking replacement provision. Within the area of land shown on the Works Plans as Work No. 4t(03), works to construct a new surface level car park to accommodate up to approximately 25 car spaces to provide replacement car parking for spaces affected by the construction of Work No. 6a(02), to include both hard and soft landscaped areas, signage, and surface treatments.

Work No. 4t(04) — Airport Access Road permanent car parking replacement provision. Within the area of land shown on the Works Plans as Work No. 4t(04), works to re-provide replacement car parking spaces through amendments to areas of landscaping and existing parking areas for spaces affected by the construction of Work No. 6a(02), to include both hard and soft landscaped areas, signage, and surface treatments.

Work No. 4t(05) — Airport Access Road permanent car parking replacement provision. Within the area of land shown on the Works Plans as Work No. 4t(05), works to construct a new surface level car park to accommodate up to approximately 90 car spaces to provide replacement car parking for spaces affected by the construction of Work No. 6a(02), to include both hard and soft landscaped areas, signage, and surface treatments.

Work No. 4t(06) — Airport Access Road permanent car parking replacement provision. Within the area of land shown on the Works Plans as Work No. 4t(06), works to construct a new surface level car park to accommodate up to approximately 120 car spaces to provide replacement car parking for spaces affected by the construction of Work No. 6a(02), to include both hard and soft landscaped areas, signage, and surface treatments.

Work No. 4u — Within the area of land shown on the Works Plans as Work No. 4u, works to construct a new police station and compound.

Work No. 4v — Within the area of land shown on the Works Plans as Work No. 4v, works to construct two underground infiltration tanks and a storage tank.

Work No. 4w — Within the area of land shown on the Works Plans as Work No. 4w, works to construct a new primary substation, including a hardstanding area, erection of a perimeter fence and construction of an access track for maintenance.

Work No. 4x — Within the area of land shown on the Works Plans as Work No. 4x, works to construct a second primary substation, including a hardstanding area, erection of a perimeter fence and construction of an access track for maintenance.

Landscaping and mitigation

Work No. 5a — Terminal Approach and related development. Within the area of land shown on the Works Plans as Work No. 5a, the provision of structural landscaping to include—

(a) soft landscaping;

(b) erection of boundary treatments (including fencing);

(c) hard landscape finishes to roads and footpaths; and

(d) installation of street furniture and signage.

Work No. 5b(01) — Enhancements to Wigmore Valley Park. Within the area of land shown on the Works Plans as Work No. 5b(01), the provision of structural landscaping to include—

(a) soft landscaping;

(b) erection of boundary treatments (including fencing);

(c) earthworks for the creation of screening bunds;

(d) installation of habitat creation measures;

(e) hard landscape finishes and other improvements to footpaths and multi-use tracks;

(f) installation of street furniture and signage; and

(g) play facilities and skate park.

Work No. 5b(02) — Replacement Open Space. Within the area of land shown on the Works Plans as Work No. 5b(02), the provision of structural landscaping to include—

(a) soft landscaping;

(b) erection of boundary treatments including fencing;

(c) earthworks for the creation of screening bunds;

(d) installation of habitat creation measures;

(e) hard landscape finishes and other improvements to footpaths and multi-use tracks; and

(f) installation of street furniture and signage.

Work No. 5b(03) — Replacement Open Space. Within the area of land shown on the Works Plans as Work No. 5b(03), the creation of a new public right of way (footpath), 140m in length, linking the northern end of Footpath 38 (FP38) with the north-western extent of Footpath 43 (FP43).

Work No. 5b(04) — Replacement Open Space. Within the area of land shown on the Works Plans as Work No. 5b(04), the creation of a new public right of way (multi-use bridleway), 1040m in length, connecting Footpath 43 (FP43) to Winch Hill Road.

Work No. 5b(05) — Replacement Open Space. Within the area of land shown on the Works Plans as Work No. 5b(05), the creation of a new public right of way (multi-use bridleway), 400m in length, connecting Bridleway 52 (BW52) with Footpath 41 (FP41) via a new at-grade crossing of Winch Hill Road.

Work No. 5b(06) — Replacement Open Space. Within the area of land shown on the Works Plans as Work No. 5b(06), the upgrading of Footpath FP41 to a bridleway, from its western extent at the junction with Eaton Green Road and FP43, to the intersection of the new length of bridleway forming Work No. 5b(05) leading south-east to Winch Hill Road.

Work No. 5b(07) — Replacement Open Space. Within the area of land shown on the Works Plans as Work No. 5b(07), the upgrading of Footpath FP43 to bridleway, from its western extent at the junction with Eaton Green Road and FP41, to the intersection of the new bridleway forming Work No. 5b(04) leading south-east to Winch Hill Road.

Work No. 5c(01) — Landscape Restoration Area. Within the area of land shown on the Works Plans as Work No. 5c(01), the provision of structural landscaping to include—

(a) soft landscaping;

(b) erection of boundary treatments including fencing;

(c) installation of signage; and

(d) hard landscape finishes to access.

Work No. 5c(02) — Landscape Restoration Area. Within the area of land shown on the Works Plans as Work No. 5c(02), the provision of structural landscaping to include—

(a) soft landscaping;

(b) erection of boundary treatments including fencing;

(c) installation of signage; and

(d) hard landscape finishes to access.

Work No. 5d(01) — Habitat Creation Area. Within the area of land shown on the Works Plans as Work No. 5d(01), the provision of structural landscaping to include—

(a) soft landscaping;

(b) erection of boundary treatments including fencing;

(c) installation of signage; and

(d) hard landscape finishes to footpaths and access.

Work No. 5d(02) — Habitat Creation Area. Within the area of land shown on the Works Plans as Work No. 5d(02), the provision of structural landscaping to include—

(a) soft landscaping;

(b) erection of boundary treatments including fencing;

(c) installation of signage; and

(d) hard landscape finishes to footpaths and access.

Work No. 5e — Off-site Hedgerow Restoration and Screening. Within the area of land shown on the Works Plans as Work No. 5e, the provision of structural landscaping. To include—

(a) soft landscaping; and

(b) erection of boundary treatments including fencing.

Airport Access Road and Offsite Highway Works

Within the area of land shown on the Works Plans as Work No. 6—

Airport Access Road

Work No. 6a(01) — Airport Access Road. To include improvements and reconfiguration of the roundabout junction between the A1081 New Airport Way, Airport Way and Percival Way to create a four-arm signalised junction.

Work No. 6a(02) — Airport Access Road. To include—

(a) a new dual carriageway link road which connects to the A1081 New Airport Way via a new three-arm signalised junction to the immediate west of Work. No. 6a(01). The alignment of the road runs north from the A1081, to a new three-arm roundabout adjacent to Provost Way, the alignment continues south as a short length of dual-carriageway, then connects to the existing alignment of Percival Way via a new three-arm roundabout;

(b) minor amendments to kerb lines and road markings on Percival Way, between Provost Way and Frank Lester Way;

(c) amendments to Frank Lester Way to make the road one-way in a northbound direction between Percival Way and Eaton Green Road;

(d) a dual carriageway link between Frank Lester Way and a four-arm roundabout at the junction with President Way, to provide access to a retained length of President Way;

(e) a dual-carriageway link to the east of the new four arm roundabout with President Way, which continues east for a distance of 200m, to a four-arm signalised junction to give access to T2;

(f) to the east of the four-arm signalised T2 access junction, the road continues east to a four arm roundabout, which provides access to the Green Horizons Park development, and airport operational areas;

(g) minor amendments are proposed to the junction in Work No. 6a(01) in order to accommodate the new dual carriageway alignment; and

(h) works to reconfigure access to the existing local civic amenity recycling centre and to close the existing access.

Work No. 6a(03) —Airport Access Road and link road. To include—

(a) a new section of dual-carriageway road to connect the eastern and western lengths of dual-carriageway (Work No. 6a(02));

(b) amendments to the length of Percival Way between Provost Way and Frank Lester Way, together with a new section of dual-carriageway to tie into the works delivered in Work No. 6a(02);

(c) replacement of a three-arm roundabout along the proposed dual-carriageway to the west of Provost Way with a four-arm signalised crossroads; and

(d) a realigned link road connects the new signalised junction with the retained section of Percival Way, with a dedicated access to areas of parking and businesses to the north of the proposed junction.

Airport Public Roads

Work No. 6b(01) — Within the area of land shown on the Works Plans as Work No. 6b(01), works to modify and extend the existing long stay car park access roads as a two-lane single carriageway.

Work No. 6b(02) — Within the area of land shown on the Works Plans as Work No. 6b(02), the provision of a dual carriageway to provide access to T2. The road which continues east to the excavated area is initially formed of a length of dual carriageway over a length of 75m, before joining a four-arm roundabout. East of the roundabout the carriageway continues as a two-lane single carriageway as it travels towards Work No. 4c(01) (Fuel Storage Facility) and Work No. 4d (Water Treatment Plant).

Work No. 6b(03) — Within the area of land shown on the Works Plans as Work No. 6b(03), works to realign and widen the section of highway which leads into the excavated area providing additional access to Car Park P11 (Work No. 4q(02) and Car Park P10 (Work No. 4p(02)).

Airport Operational Roads

Work No. 6c(01) —Within the area of land shown on the Works Plans as Work No. 6c(01), works to operational airport roads around the stands and the terminal, and roads around the perimeter of the airfield. These roads consist of: inter-stand roadways, head of stand roads, access roads on either side of T2 to access the baggage hall, a road to the vehicle control point east of the terminal, a road from the engine run up bay (ERUB) to the east to connect the apron roads to the airfield perimeter track and part of the perimeter track to west of the airport to be realigned due to the new runway link.

Work No. 6c(02) —Within the area of land shown on the Works Plans as Work No. 6c(02), works to the operational airport roads around the new stands and airfield perimeter track consisting of inter-stand roadways, head of stand roads, a road to the ERUB and beyond to connect with the airfield perimeter track.

Work No. 6c(03) — Within the area of land shown on the Works Plans as Work No. 6c(03), works to the operational airport roads around the new stands and airfield perimeter track

consisting of inter-stand roadways, head of stand roads, a road to the ERUB and beyond to connect with the airfield perimeter track.

Work No. 6d — Within the area of land shown on the Works Plans as Work No. 6d, works to Airport Road adjacent to Winch Hill Lane and barriered junction to fuel pipeline access road, including hard and soft landscaping.

Offsite Highway Works

Work No. 6e — Within the area of land shown on the Works Plans as Work No. 6e, various offsite highway works, including works to—

(a) Windmill Road and Kimpton Road, including the removal of the mini-roundabout and replacement with a signalised junction and realignment and widening of Windmill Road and Kimpton Road;

(b) A1081 New Airport Way, B653 and Gipsy Lane. To include, the realignment and widening of the A1081 New Airport Way (to provide additional traffic lanes), the realignment and widening of the A505 Gipsy Lane (to provide additional traffic lanes), the reshaping of the A1081 New Airport Way central reserve islands including the realignment of barriers, the replacement or relocation of signage, lighting and gantries, the reprovision of cycle lanes, the reprovision of roadside barriers, and the reshaping of the A505 Gipsy Lane splitter island;

(c) A1081 New Airport Way, A505 Kimpton Road and Vauxhall Way, including the construction of a give-way left turn lane into A505 Kimpton Road;

(d) Eaton Green Road and Lalleford Road, including the removal of the existing mini-roundabout junction and conversion to a signalised junction and localised realignment of the carriageway;

(e) Wigmore Lane and Crawley Green Road. To include works to—

(i) the Junction of Wigmore and Crawley Green Road, including the removal of the existing roundabout junction and conversion to a signalised junction, the provision of signalised pedestrian crossings, the provision of give-way left-turn flares and the realignment and widening of the carriageway;

(ii) Wigmore Lane, including the realignment and widening of a lane and removal of a bus stop layby; and

(iii) the junction of Wigmore Lane and Raynham Way, including the removal of the existing roundabout junction and conversion to a signalised junction, the provision of signalised pedestrian crossing and the realignment and widening of the carriageway;

(f) Eaton Green Road and Wigmore Lane, including works to the junction of Wigmore Lane and existing Asda, the removal of the existing roundabout junction and conversion to a signalised junction the provision of signalised pedestrian crossings and the realignment and widening of the carriageway;

(g) A1081/London Road (North), including, realignment and widening to the east side of the roundabout circulatory carriageway, partial signalisation of the roundabout, on the Newlands Park and southern arms and amendments to road marking;

(h) A1081/London Road (South), including partial signalisation of the existing roundabout and associated works, provision of a maintenance bay and road marking amendments;

(i) Windmill Road/Manor Road/St. Mary's Road/Crawley Green Road, including realignment and widening of St. Mary's Road and Windmill Road, realignment and widening of the circulatory carriageway of the junction, amendments and extensions to various pedestrian subway portals, alterations to existing footways and full signalisation of the roundabout junction;

(j) Crawley Green Road/Lalleford Road, including replacement of the mini roundabout with a three-arm signalised junction, minor kerb line amendments along Crawley Green Road and Lalleford Road and amendments to road markings;

(k) A602 Park Way/A505 Upper Tilehouse Street, including minor widening to the Park Way/Upper Tilehouse Street roundabout entries, to provide increased lengths of two lane entry and amendments to existing retaining structure and vehicle restraint system;

(l) A505 Moormead Hill/B655 Pirton Road/Upper Tilehouse Street, including minor widening and realignment of Upper Tilehouse Street entry to provide an increased length of two lane entry to the existing mini-roundabout;

(m) A602 Park Way/Stevenage Road, including minor widening of carriageway and realignment of various kerb lines on A505 Park Way, Hitchin Hill and A602 Stevenage Road to provide increased lengths of two lane entry to the roundabout;

(n) M1 J10, including widening to the northbound off-slip to provide a third lane on the approach to the roundabout, provision of gantries, provision of maintenance bay, widening to the western circulatory carriageway to provide four circulating lanes and amendments to the exit from the roundabout onto the A1081, to allow three diverging lanes from the roundabout;

(o) M1 J10, including widening to the A1081 westbound carriageway, to provide two segregated left turn lanes, widening to the A1081 westbound carriageway, to provide two segregated left turn lanes onto the M1 southbound on-slip and amendments to road markings on the southbound on-slip to increase capacity;

(p) M1 J10, including widening of the western circulatory carriageway to provide five lanes including realignment of the A1081 exit from the roundabout, to enable three lanes to enter the A1081 from the roundabout, removal of the segregated left turn lane from the M1 southbound, and conversion of the junction between the southbound off-slip and roundabout to a signalised junction and provision of two southbound merging lanes to the M1;

(q) Eaton Green Road/Frank Lester Way, including replacement of the roundabout with a three-arm signalised junction and minor kerb line amendments along Eaton Green Road and Frank Lester Way (with Frank Lester Way to be made one-way northbound) and amendments to road markings; and

(r) A505 Vauxhall Way/Eaton Green Road, including partial signalisation of the roundabout.

Ancillary works

In connection with the construction of any of those works, and other development in the Order limits, ancillary or related development consisting of—

(a) alteration of the layout of any street permanently or temporarily, including but not limited to increasing the width of the carriageway of the street by reducing the width of any footpath, footway, cycle track or verge within the street; altering the level or increasing the width of any such footpath, footway, cycle track or verge; and reducing the width of the carriageway of the street;

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

(c) ramps, means of access, non-motorised links, footpaths, footways, bridleways, cycle tracks and crossing facilities;

(d) embankments, viaducts, aprons, abutments, shafts, foundations, retaining walls, drainage, outfalls, ditches, pollution control devices, wing walls, highway lighting, fencing and culverts;

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

(f) works to place, alter, divert, relocate, remove or maintain the position of apparatus, services, plant and other equipment in a street, or in other land, including mains, sewers, drains, pipes, lights and cables;

(g) landscaping, noise barriers, works associated with the provision of ecological mitigation and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised development;

(h) works for the benefit or protection of land affected by the authorised development;

(i) works to place, alter, remove or maintain road furniture;

(j) site preparation works, site clearance (including fencing, vegetation removal, demolition of existing structures and the creation of alternative footpaths); earthworks (including soils stripping and storage, site levelling);

(k) the felling of trees and hedgerows;

(l) establishment of site construction compounds, storage areas, temporary vehicle parking, construction fencing, perimeter enclosure, security fencing, construction related buildings, welfare facilities, construction lighting, haulage roads and other machinery, apparatus, works and conveniences;

(m) the provisions of other works including service roads, internal site roads, pavement works, kerbing and paved areas works, signing, signals, gantries, road markings works, traffic management measures including temporary roads and such other works as are associated with the construction, operation or maintenance of the authorised development; and

(n) such other works, working sites storage areas, works of demolition or works of whatever nature, as may be necessary or expedient for the purposes of, or for purposes associated with or ancillary to, the construction, operation or maintenance of the authorised development which do not give rise to any materially new or materially different environmental effects in comparison to those reported in the environmental statement.

SCHEDULE 2

Articles 3 and 22

REQUIREMENTS

PART 1

GENERAL

Interpretation

1. In this Schedule—

"air noise management plan" means the document certified by the Secretary of State as the air noise management plan for the purposes of the Order under article 50 (certification of documents, etc.) and referenced in Schedule 9 (documents to be certified);

"amphibian and reptile mitigation strategy" means Appendix 8.6 of the environmental statement;

"badger mitigation strategy" means Appendix 8.7 of the environmental statement;

"bat mitigation strategy" means Appendix 8.8 of the environmental statement;

"begin" means to carry out any material operation (as defined in section 155 (when development begins) of the 2008 Act) forming part, or carried out for the purposes, of the authorised development;

"bird mitigation strategy" means Appendix 8.9 of the environmental statement;

"business day" means a day other than Saturday or Sunday, which is not Christmas Day, Good Friday or a bank holiday under section 1 (bank holidays) of the Banking and Financial Dealings Act 1971(**a**);

"commence" means carrying out any material operation (as defined in section 155 (when development begins) of the 2008 Act) forming part, or carried out for the purposes, of the authorised development other than operations consisting of—

(a) remedial work in respect of any contamination or adverse ground conditions (excluding works carried out as part of Work No. 1b (landfill remediation works));

(b) environmental (including archaeological) surveys and investigation;

(c) site or soil surveys;

(d) erection of fencing to site boundaries or marking out of site boundaries;

(e) installation of barrier or demarcation fencing to protect required areas of habitats or species;

(f) the diversion or laying of services;

(g) ecological mitigation measures;

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

(i) erection of temporary buildings and structures;

(j) site preparation and site clearance (excluding works carried out as part of Work No. 1a (earthworks)); and

(k) the temporary display of site notices or information,

and "commencement" and "commenced" are to be construed accordingly;

"cultural heritage management plan" means Appendix 10.6 of the environmental statement;

(**a**) 1971 c. 80.

"design principles" means the document certified by the Secretary of State as the design principles for the purposes of the Order under article 50 and referenced in Schedule 9;

"discharging authority" means the authority from whom a consent, approval or agreement, referred to in Part 1, Part 2 or Part 4 of this Schedule, is required or requested by the undertaker;

"drainage design statement" means Appendix 20.4 of the environmental statement;

"ecological mitigation strategies" means together the badger mitigation strategy, the bat mitigation strategy, the bird mitigation strategy, the amphibian and reptile and amphibian mitigation strategy and the orchid and invertebrate mitigation strategy;

"ESG" means the Environmental Scrutiny Group, the independent group established by paragraph 21 in Part 3 of this Schedule whose functions are relevant to any matter under this Schedule and any approval or agreement required by the ESG under this Schedule is to be construed accordingly;

"European protected species" has the same meaning as in regulations 42 (European protected species of animals) and 46 (European protected species of plants) of the Conservation of Habitats and Species Regulations 2017(**a**);

"exempt flights" means unplanned air transport movements which do not carry commercial passengers, which includes but is not restricted to—

(a) flights operated by relief organisations for humanitarian reasons;

(b) flights operated by the armed forces for military purposes; or

(c) flights which otherwise qualify under a particular occasion or series of occasions which are to be disregarded pursuant to a notice published by the Secretary of State under section 78(4) or 78(5)(f) (regulation of noise and vibration from aircraft) of the Civil Aviation Act 1982(**b**) or set out in guidance published by the Secretary of State in connection with those provisions;

"fixed plant noise management plan" means Appendix 16.3 of the environmental statement;

"framework travel plan" means the document certified by the Secretary of State as the framework travel plan for the purposes of the Order under article 50 and referenced in Schedule 9;

"infant" means a person under the age of two years;

"landscaping mitigation" means all the work numbers listed under Work No. 5, hard and soft landscaping identified in individual work numbers in the landscaping and mitigation section of Schedule 1 to the Order and areas identified in Figures 14.10 to 14.13 inclusive in Chapter 14 Landscape and Visual Figures of the environmental statement;

"light obtrusion assessment" means Part A and B in Appendix 5.2 of the environmental statement;

"nationally protected species" means any species protected under the Wildlife and Countryside Act 1981(**c**);

"orchid and invertebrate mitigation strategy" means Appendix 8.10 of the environmental statement;

"outline construction traffic management plan" means Appendix 18.3 of the environmental statement;

"outline construction workers travel plan" means Appendix 18.4 of the environmental statement;

"outline foundation works risk assessment" means Appendix 17.6 of the environmental statement;

(**a**) S.I. 2017/1012.
(**b**) 1982 c.16.
(**c**) 1981 c. 69.

"outline greenhouse gas action plan" means Appendix 12.1 of the environmental statement;

"outline ground noise management plan" means the document certified by the Secretary of State as the outline ground noise management plan for the purposes of the Order under article 50 and referenced in Schedule 9;

"outline landscape and biodiversity management plan" means Appendix 8.2 of the environmental statement;

"outline operational air quality plan" means Appendix 7.5 of the environmental statement;

"outline operational waste management plan" means Appendix 19.2 of the environmental statement;

"outline remediation strategy (for the former Eaton Green Landfill site)" means Appendix 17.5 of the environmental statement;

"outline site waste management plan" means Appendix 19.1 of the environmental statement;

"outline soil management plan" means Appendix 6.6 of the environmental statement;

"outline transport related impacts monitoring and mitigation approach" means the document certified by the Secretary of State as the outline transport related impacts monitoring and mitigation approach for the purposes of the Order under article 50 and referenced in Schedule 9;

"passengers" means commercial airline passengers and general aviation passengers, but excluding infants, passengers on diverted planes and passengers on exempt flights;

"passengers per annum" means passengers per calendar year; and

"relevant sewerage undertaker" means Thames Water Utilities Limited (company number 02366623, whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire, RG1 8DB) and any successor to it as a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991;

"relevant water undertaker" means Affinity Water Limited (company number 02546950, whose registered office is at Tamblin Way, Hatfield, Hertfordshire, AL10 9EZ) and Thames Water Utilities Limited (company number 02366623, whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire, RG1 8DB) and any successor to them as a water undertaker within the meaning of the Water Industry Act 1991;

"specified authorities" means Central Bedfordshire Council, Dacorum Borough Council, Hertfordshire County Council, Luton Borough Council and North Hertfordshire District Council, but excluding any of those authorities where they are the discharging authority;

"strategic landscape masterplan" means the document certified by the Secretary of State as the strategic landscape masterplan for the purposes of the Order under article 50 and referenced in Schedule 9;

"substantially in accordance with" means that the plan or detail to be submitted should in the main accord with the outline document and where it varies from the outline document should not give rise to any new or any materially new or materially different environmental effects in comparison with those reported in the Environmental Statement; and

"sustainable transport fund" means the document certified by the Secretary of State as the sustainable transport fund for the purposes of the Order under article 50 and referenced in Schedule 9.

Amendments to approved details

2.—(1) The undertaker may apply to Luton Borough Council for approval to amend—

(a) the air noise management plan;

(b) the design principles;

(c) the code of construction practice;

(d) the cultural heritage management plan;

(e) the fixed plant noise management plan; and

(f) the sustainable transport fund.

(2) Prior to approving an application under sub-paragraph (1), Luton Borough Council must consult the specified authorities on the proposed amendment of a plan, document or parameters referred to under sub-paragraph (1) and in relation to sub-paragraph (1)(b) the Environment Agency and water and sewage undertakers and in relation to t sub-paragraph (1)(f) National Highways and Buckinghamshire Council.

(3) Where any plans, details or scheme requires approval by the relevant planning authority or the relevant highway authority in accordance with any paragraph in Part 2 or Part 4 of this Schedule—

(a) the undertaker may apply to that authority for approval to amend that plan, detail or scheme; and

(b) where the paragraph specifies that consultation with a consultee is required, that consultee must be consulted by the discharging authority on the proposed amendment of that plan, detail or scheme, prior to any approval being given.

(4) On approval of an application under sub-paragraphs (1) or (3), those documents, plans, details, schemes or parameters are to be taken to include the amendments approved by the discharging authority in accordance with those sub-paragraphs.

(5) Approval under sub-paragraphs (1) or (3) must not be given except where it has been demonstrated to the satisfaction of the discharging authority that the subject matter of the approval sought would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(6) Any application under sub-paragraphs (1) or (3) must include—

(a) a document identifying the specific amendments being sought to the approved details; and

(b) such information as is adequate and reasonable to inform the discharging authority's consideration under sub-paragraph (5) as to whether the amendment gives rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

Anticipatory steps towards compliance with any requirement

3. 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 Parts 2, 3 or 4 of this Schedule, those steps may be taken into account for the purpose of determining compliance with that provision if they would have been valid steps for that purpose had they been taken after this Order came into force.

PART 2

REQUIREMENTS PERTAINING TO CONSTRUCTION

Time limits

4. The authorised development must begin no later than the expiration of 5 years beginning with the date that this Order comes into force.

Phasing of authorised development

5.—(1) The authorised development must not commence until a written scheme setting out the planned phases for construction of the authorised development has been submitted to and approved in writing by Luton Borough Council, in consultation with the specified authorities, Buckinghamshire Council and National Highways.

(2) The written scheme submitted under sub-paragraph (1) must be substantially in accordance with the phases shown on the scheme layout plans, except that this does not prevent the incremental delivery of parts of the authorised development within those phases nor require the delivery of a part within in a specific phase, provided this does not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(3) The undertaker must undertake a review of, and make any necessary updates to, the written scheme no later than five years from the date the development is commenced, or sooner where a substantial change to the stages of construction is anticipated, and no later than every five years thereafter until construction of the authorised development is completed.

(4) The updated written scheme under sub-paragraph (3) must be submitted to and approved in writing by Luton Borough Council, in consultation with the specified authorities, Buckinghamshire Council and National Highways.

(5) The authorised development shall be carried out in accordance with the details approved unless otherwise agreed in writing by Luton Borough Council.

(6) In this paragraph "written scheme" means a scheme which—

(a) identifies, with reference to the Schedule 1 works, the parts of the authorised development that are planned to be constructed within each phase;

(b) includes a layout plan showing the location of the works to be delivered in each phase; and

(c) includes an indicative construction programme for the next five-year period, and provides indicative timings for later phases.

Detailed design

6.—(1) No part of the authorised development is to commence until an application containing the detailed design of that part has been submitted to and approved in writing by the relevant planning authority.

(2) The application referred to in sub-paragraph (1) must include the following details—

(a) plans, sections and supporting information showing the detailed layout, siting, scale, levels (including where relevant finished floor levels) and external appearance of any buildings, structure and other works;

(b) identification of the specific Schedule 1 works (or part of works), including the components described in those works, which comprise the part of the authorised development for which the detailed design approval is being sought;

(c) for any works within the airport—

(i) a plan which identifies the location and extent of the specific Schedule 1 works in relation to the scheme layout plans, and identifies any other parts of the scheme layout plans for which an approval under sub-paragraph (1) has already been obtained; and

(ii) a statement identifying the current passenger throughput of the airport, in million passengers per annum, and an indicative estimate of the amount of any passenger throughput increase, if any, expected to be facilitated by implementation of that part of the authorised development and the indicative timescales for realising that increase in throughput;

(d) information to demonstrate that the works comply with the dimensions and levels contained in the table in paragraph 7 (parameters of authorised development) of this Schedule, where applicable;

(e) in respect of Works Nos. 3b(01), 3b(02), 3d, 3f, 3g and 4a, a report setting out—

(i) the design approach;

(ii) how the design principles have been incorporated into the final design; and

(iii) how the output of the design review process has been taken into account in the design presented for approval;

(f) an indicative programme for the implementation of the works;

(g) an operational lighting scheme for any building, structure or other works for that part, including detailed measures to prevent light spillage, incorporating the principles and mitigation measures contained in part A of the light obtrusion assessment, and in accordance with the exterior lighting strategy contained in part B of the light obtrusion assessment; and

(h) a detailed glint and glare assessment in respect of any part comprising solar energy production or canopies to support photovoltaic panels.

(3) The detailed design referred to in sub-paragraph (1)—

(a) is to be in accordance with the design principles;

(b) is to be within the limits shown on the works plans, subject to article 6(3) (limits of works);

(c) is to be within any relevant parameters set out in paragraph 7 (parameters of authorised development) of this Schedule, subject to paragraph 2(1)(g); and

(d) is not to give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(4) The authorised development must be carried out in accordance with the details approved under sub-paragraph (1).

(5) The undertaker must provide the relevant planning authority with—

(a) written notice of commencement of the part of the authorised development approved under sub-paragraph (1); and

(b) written notice of completion of that part of the authorised development as soon as reasonably practicable after that completion.

Parameters of authorised development

7. The elements of the authorised development listed in columns (1) and (2) of the table below must not exceed the maximum dimensions and levels (as applicable) set out in relation to that element in columns (3) to (6) of that table.

(1) Element of authorised development	*(2) Work No.*	*(3) Maximum building height (metres)*	*(4) Maximum parameter height (metres AOD)*	*(5) Maximum work area (m^2)*	*(6) Maximum volume in (m^3)*	*(7) Notes*
Airfield equipment – Surface Movement Radar	2a(02)	14.3	176.2	5,017	7,508	N/A
New Airfield Equipment Instrument Runway Visual Range (IRVR)	2b(02)	3.3	163.7	37,300	123,090	N/A
Fire Training Ground	2d	15.4	177.8	87,346	423,500	N/A
Existing Engine Run Up bay updates	2e	4.4	159.4	16,025	67,320	N/A
Engine Run Up bay	2f	13.2	166.8	12,525	132,000	N/A
Relocated Engine	2g	13.2	166.6	11,512	132,000	N/A

(1) Element of authorised development	*(2) Work No.*	*(3) Maximum building height (metres)*	*(4) Maximum parameter height (metres AOD)*	*(5) Maximum work area (m^2)*	*(6) Maximum volume in (m^3)*	*(7) Notes*
Run Up bay						
Terminal 1 New Pier C and External Canopy	3a(01)	16.5	173.7	4,133	44,616	N/A
Terminal 1 Immigration extension	3a(02)	9.4	167.6	270	2,525	N/A
Terminal 1 Departure Lounge South extension	3a(03)	18.7	171.1	957	12,155	N/A
Terminal 1 Departure Lounge North extension	3a(04)	9.4	171.4	400	3,740	N/A
Terminal 1 Baggage Hall extension	3a(05)	11.6	164.0	1,104	9,221	N/A
Terminal 2	3b(01)	26.5	180.5	30,470	672,067	N/A
Terminal 2 extension	3b(02)	26.5	180.5	10,635	212,689	N/A
Terminal 2 West Pier	3c(01)	14.4	169.6	15,070	69,364	N/A
Terminal 2 East Pier	3c(02)	14.4	168.5	15,060	69,433	N/A
Coach Station	3d	8.3	161.8	8,675	49,172	N/A
Terminal 2 Plaza	3f	23.7	177.2	5,930	70,950	N/A
Luton DART Terminal 2 Station and Tunnel extension	3g	23.7	177.2	26,790	88,569	Maximum volume relates to above ground areas only and excludes develop-ment beneath surface level
Terminal 2 Support Buildings – Energy Centre	3h	12.8	167.2	11,265	95,983	Maximum work area includes Terminal 2 Support Buildings – Service Yard
Terminal 2 Support Buildings – Service Yard	3h	5.0	159.5	Included in maximum work area for	941	N/A

(1) Element of authorised development	*(2) Work No.*	*(3) Maximum building height (metres)*	*(4) Maximum parameter height (metres AOD)*	*(5) Maximum work area (m^2)*	*(6) Maximum volume in m^3)*	*(7) Notes*
				Terminal 2 Support Buildings – Energy Centre		
Terminal 2 Support Buildings – Emergency Vehicle Assembly Area	3h	5.0	159.2	4,858	2,047	N/A
Airport Operations and Maintenance	3i	15.2	168.7	22,100	335,478	N/A
Hotel	4a	22.0	175.5	9,441	45,980	N/A
Hangar A and B	4b	27.5	185.0	16,641	316,800	N/A
Fuel Storage Facility	4c(01)	24.2	151.4	83,700	459,800	N/A
Fuel Pipeline – above ground installation	4c(02)	4.6	140.4	8,355	38,600	N/A
Water Treatment Plant	4d	13.9	141.0	6,760	69,994	N/A
Solar Energy Battery	4e	7.2	139.8	5,270	37,681	N/A
Airside Security and Access	4f	5.0	158.0	2,870	545	N/A
Car Park P1	4g	20.4	135.4	14,105	111,588	N/A
Car Park P5 – New Decked Car Park	4k(02)	7.7	163.2	22,536	147,303	N/A
Car Park P9 – New Decked Car Park	4o(02)	7.7	161.6	27,362	163,286	N/A
Car Park P10 – New Long Stay car park	4p(01)	5.0	142.0	28,969	–	The maximum building height applies to the PV canopies, bus shelters and barriers within this work.
Car Park P10 – Reconfiguration of New Long Stay Car Park	4p(02)	5.0	135.0	71,410	2,005	The maximum building volume applies to the welfare buildings

(1) *Element of authorised development*	*(2)* *Work No.*	*(3)* *Maximum building height (metres)*	*(4)* *Maximum parameter height (metres AOD)*	*(5)* *Maximum work area (m^2)*	*(6)* *Maximum volume in m^3)*	*(7)* *Notes*
						within this work.
Car Park 11 – New Long Stay Car Park	4q(01)	5.0	137.0	45,045	2,797	The maximum building volume applies to the welfare buildings within this work.
Car Park P11 – Expanded Long Stay Car Park	4q(02)	5.0	137.0	51,789	644	The maximum building volume applies to the welfare buildings within this work.
Car Park P12 – New Terminal 2 Multi Storey Car Park	4r	17.1	170.6	25,070	315,205	N/A
Police Station	4u	12.1	173.5	6,780	14,520	N/A
Substation	4w	7.6	162.0	4,005	9,222	N/A
Substation	4x	7.6	162.1	3,600	12,144	N/A

Code of Construction Practice

8.—(1) The authorised development must be carried out in accordance with the code of construction practice and with the management plans approved under sub-paragraphs (2) and (3).

(2) No part of the authorised development may commence until the following management plans have been developed for that part, substantially in accordance with the outlines of those plans referred to or provided in the code of construction practice, and approved in writing by the relevant planning authority in consultation with other consultees that the relevant planning authority consider appropriate—

(a) framework materials management plan;

(b) carbon efficiency plan;

(c) construction surface water management strategy;

(d) construction noise and vibration management plan;

(e) community engagement plan;

(f) emergency plan;

(g) pollution incident control plan;

(h) dust management plan;

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

(j) soil management plan (to be substantially in accordance with the outline soil management plan).

(3) No part of the authorised development may commence until a construction site lighting plan for that part, substantially in accordance with the lighting measures contained in the code of construction practice, and including detailed measures to minimise light spillage, has been submitted to and approved in writing by the relevant planning authority in consultation with the specified authorities and the relevant highway authority.

Landscaping design

9.—(1) No part of the authorised development containing landscaping mitigation may commence until for that part a landscaping scheme has been submitted to and approved in writing by the relevant planning authority.

(2) The landscaping scheme approved under sub-paragraph (1) must be in accordance with the principles set out in the strategic landscape masterplan and the design principles, and must include details of—

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

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

(c) existing trees to be retained, with measures for their protection during the construction period;

(d) hard landscaping and materials, including colour, boundary treatment, structures and street furniture;

(e) a timetable for the implementation of the landscaping works; and

(f) any change to existing land levels, including cross sections showing slope profiles and gradients of any permanent earthworks.

(3) All landscaping works must be carried out to a reasonable standard in accordance with the relevant recommendations of appropriate British Standards, other recognised codes of good practice and in line with the requirements of any environmental permit applicable to the works.

(4) The authorised development must be constructed in accordance with the landscaping scheme approved under sub-paragraph (1) and thereafter maintained in accordance with the relevant landscape and biodiversity management plan for that part approved under paragraph 10.

Landscape and biodiversity management plan

10.—(1) No part of the authorised development may commence, nor may powers under article 22 (felling, lopping and removal of trees, shrubs and hedgerows) be exercised in relation to that part, until for that part a landscape and biodiversity management plan has been submitted and approved in writing by the relevant planning authority.

(2) The landscape and biodiversity management plan approved under sub-paragraph (1) must be substantially in accordance with the outline landscape and biodiversity management plan.

(3) The authorised development must be carried out and maintained in accordance with the landscaping and biodiversity management plan referred to in sub-paragraph (1).

(4) Any tree or shrub planted as part of a landscaping scheme that, within the specified period after planting, is removed, uprooted, destroyed, dies or becomes in the opinion of the relevant planning authority, seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless otherwise agreed in writing with the relevant planning authority.

(5) In this paragraph, "specified period" means

(a) a period of 30 years in respect of the works implemented under Work No. 5b(01), Work No. 5c(01), Work No. 5c(02), Work No. 5d(01), Work No. 5d(02) and Work No. 5e in Schedule 1 to this Order; and

(b) A period of 5 years in all other respects,

or such other period as may be specified in accordance with the landscaping and biodiversity management plan.

Protected species

11.—(1) No part of the authorised development may commence until for that part final pre-construction survey work has been carried out to establish up to date information, in particular whether a European protected species or a nationally protected species is present on any of the land affected, or likely to be affected, by that part of the authorised development.

(2) Where a European protected species or nationally protected species is shown to be present following the pre-construction survey referred to in sub-paragraph (1), the relevant part of the authorised development must not commence until a scheme of mitigation measures, substantially in accordance with the relevant ecological mitigation strategies, has been submitted to and approved by the relevant planning authority following consultation with Natural England or, where appropriate, a protected species licence has been granted by Natural England.

(3) The authorised development must be constructed in accordance with the scheme of mitigation measures approved under sub-paragraph (2) or, where relevant, in accordance with the terms of a protected species licence granted by Natural England.

Previously unidentified land contamination and contaminated groundwater

12.—(1) In the event that land affected by contamination, including groundwater, is found at any time when constructing the authorised development which was not previously identified in the environmental statement, it must be reported as soon as reasonably practicable to the relevant planning authority, the Environment Agency and the relevant water undertaker, and the undertaker must complete a risk assessment of the contamination in consultation with the relevant planning authority, the Environment Agency and the relevant water undertaker.

(2) Where the undertaker determines that remediation of the land contamination is necessary consequent to the risk assessment in sub-paragraph (1), a written scheme and programme for the remedial measures to be taken to render the land fit for its intended purpose must be submitted to and approved in writing by the relevant planning authority, following consultation with the Environment Agency and the relevant water undertaker.

(3) Any required and agreed remediation must be carried out in accordance with the scheme approved under sub-paragraph (2).

(4) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation scheme in sub-paragraph (2) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action must be submitted to and approved in writing by the relevant planning authority, following consultation with the Environment Agency and the relevant water undertaker.

(5) The relevant part of the authorised development may not be brought into use until a verification report demonstrating the completion of works set out in the approved remediation scheme and the effectiveness of the remediation will be submitted to, and approved in writing by, the relevant planning authority following consultation with the Environment Agency and the relevant water undertaker.

(6) The report referred to in sub-paragraph (5) will include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met.

Surface and foul water drainage

13.—(1) No part of the authorised development may commence until for that part written details of a surface and foul water drainage plan, including means of pollution control and monitoring, have been submitted and approved in writing by the relevant planning authority following consultation with the Environment Agency, the lead local flood authority and the relevant water and sewerage undertakers.

(2) The details submitted under sub-paragraph (1) must be in accordance with the drainage principles set out in the design principles, and must include—

(a) the specification for the surface and foul water drainage plant, including performance specifications for discharge levels in accordance with paragraph 7.5-7.7 of the drainage design statement;

(b) details on the means on long-term monitoring to be carried out; and

(c) details on the mitigation measures to be implemented if the performance specifications referred to in sub-paragraph (a) are not met.

(3) The authorised development must be carried out in accordance with the details approved under sub-paragraph (1).

(4) In paragraph 13(2), "surface and foul water drainage plant" means the surface and foul water drainage plant to be constructed under Work Nos. 4d and 4v, or any other water treatment plant, drainage system and its treatment and discharge, and any other related works to be constructed under the terms of this Order.

Water resources and flood risk assessment

14.—(1) The undertaker is required to consider the Flood and Coastal Erosion Risk Data published quarterly by the Environment Agency in the water resources and flood risk assessment, in consultation with the Environment Agency and the lead local flood authority.

(2) The undertaker is required to carry out the authorised development in accordance with the water resources and flood risk assessment.

Construction traffic management

15.—(1) No part of the authorised development may commence until a construction traffic management plan for the construction of that part has been submitted to and approved in writing by the relevant planning authority, following consultation with the specified authorities, Buckinghamshire Council and National Highways.

(2) The construction traffic management plan submitted under sub-paragraph (1) must be substantially in accordance with the outline construction traffic management plan.

(3) The authorised development must be carried out in accordance with the construction traffic management plan referred to in sub-paragraph (1).

Construction workers

16.—(1) No part of the authorised development may commence until a construction workers travel plan for the construction of that part has been submitted to and approved in writing by the relevant planning authority, following consultation with the specified authorities and Buckinghamshire Council.

(2) The construction workers travel plan submitted under sub-paragraph (1) must be substantially in accordance with the outline construction workers travel plan.

(3) The authorised development must be carried out in accordance with the construction workers travel plan referred to in sub-paragraph (1).

Archaeological remains

17.—(1) The authorised development must be carried out in accordance with the cultural heritage management plan and any site-specific written scheme of investigation approved under sub-paragraph (2).

(2) Where the cultural heritage management plan provides for the subsequent approval of the relevant planning authority of a site-specific written scheme of investigation for certain specified elements of the authorised development, such parts of the authorised development are not to commence until for the construction of that part a site-specific written scheme for the investigation

of areas of archaeological interest, incorporating the details set out in the cultural heritage management plan has been submitted to and approved in writing by the relevant planning authority following consultation, where applicable, with Historic England.

(3) A copy of any analysis, reporting, publication or archiving required as part of a written scheme of investigation referred to in sub-paragraph (2) must be deposited with the relevant planning authority within one year of the date of completion of the relevant part of the authorised development to which the site-specific written scheme of investigation relates, or such other period as may be agreed in writing by the relevant planning authority or specified in the written scheme of investigation referred to in sub-paragraph (2).

Remediation of Former Eaton Green Landfill

18.—(1) No part of the authorised development comprising Work No. 1b may commence until—

(a) a remediation strategy;

(b) a foundation works risk assessment; and

(c) a groundwater, ground gas and leachate monitoring strategy,

for the former Eaton Green Landfill has been submitted to and approved in writing by the relevant planning authority, following consultation with the Environment Agency and the relevant water undertaker.

(2) The remediation strategy to be approved under sub-paragraph (1) must be substantially in accordance with the outline remediation strategy (for the former Eaton Green Landfill site).

(3) The foundation works risk assessment to be approved under sub-paragraph (1) must be substantially in accordance with the outline foundation works risk assessment.

(4) The groundwater, ground gas and leachate monitoring strategy to be approved under sub-paragraph (1) must be substantially in accordance with the outline strategy report for groundwater, ground gas and leachate monitoring strategy.

(5) Work No. 1b must be carried out in accordance with the remediation strategy, foundation works risk assessment and ground water, ground gas and leachate monitoring strategy approved under sub-paragraph (1).

PART 3

REQUIREMENTS PERTAINING TO GREEN CONTROLLED GROWTH

Interpretation

19. In Parts 3 and 6—

"airport capacity declaration" means the parameters in relation to hourly runway capacity submitted by the airport operator for slot allocation in accordance with regulation 6 (coordination parameters) of the slots regulations;

"competent person" or "competent officer" means a person that has sufficient training and experience or knowledge to undertake monitoring and reporting;

"consultation period" means the period of 28 days starting on the date of the provision of the relevant report or plan unless another time period is agreed by the undertaker and the ESG;

"council regulation" means Council Regulation (EEC) No 95/93 of 18 January 1993 on common rules for the allocation of slots at Community airports as retained (and amended in UK domestic law) under the European Union (Withdrawal) Act 2018;

"existing capacity declaration" means—

(a) in relation to a summer season, the last airport capacity declaration issued by the airport operator prior to the date of the submission of the Monitoring Report for a summer season; and

(b) in relation to a winter season, the last airport capacity declaration issued by the airport operator prior to the date of the submission of the Monitoring Report for a winter season;

"existing number of allocated slots" means —

(a) in relation to a summer season, the aggregate of the number of slots (in respect of the summer season in the year the Monitoring Report was submitted)—

(i) which were eligible for historic precedence at the start of the season together with any slots that became eligible for historic precedence during the season (in each case as determined by the slot co-ordinator for the purposes of Article 8(2) of the council regulation); plus

(ii) any other slots allocated by the airport operator's slot co-ordinator; and

(b) in relation to a winter season, the aggregate of the number of slots (in respect of the winter season prior to the date the Monitoring Report was submitted)—

(i) which were eligible for historic precedence at the start of the season together with any slots that became eligible for historic precedence during the season (in each case as determined by the slot co-ordinator for the purposes of article 8(2) of the council regulation); and

(ii) any other slots allocated by the airport operator's slot co-ordinator,

in each case, excluding the number of exempt flights in the relevant season;

"green controlled growth framework" means the document certified by the Secretary of State as the green controlled growth framework for the purposes of the Order under article 50 and referenced in Schedule 9;

"Level 2 Plan" means a plan which sets out—

(a) details of any proposed actions which are designed to avoid or prevent exceedances of a Limit; and

(b) the proposed programme for the implementation of those actions;

"Level 1 Threshold" means, subject to sub-paragraph (2), each of the air quality, noise, greenhouse gas emissions or surface access thresholds of that description identified in the green controlled growth framework;

"Level 2 Threshold" means, subject to sub-paragraph (2) and paragraph 20 (exceedance of air quality Level 2 Limit or Threshold) of this Part of this Schedule, each of the air quality, noise, greenhouse gas emissions or surface access thresholds of that description identified in the green controlled growth framework;

"Limit" means, subject to sub-paragraph (2) and paragraph 20 (exceedance of air quality Level 2 Limit or Threshold) of this Part of this Schedule, each of the air quality, noise, greenhouse gas emissions or surface access limit of that description identified in the green controlled growth framework;

"Mitigation Plan" means a plan which sets out—

(a) details of the proposed mitigation and actions which are designed to remove exceedances of a Limit as soon as reasonably practicable; and

(b) the proposed programme for the implementation of that mitigation and those actions;

"Monitoring Plans" means the following appendices to the green controlled growth framework—

(a) appendix C: Aircraft Noise Monitoring Plan;

(b) appendix D: Air Quality Monitoring Plan;

(c) appendix E: Greenhouse Gases Monitoring Plan; and

(d) appendix F: Surface Access Monitoring Plan,

or any variations to those plans approved under paragraph 22(5) (monitoring of permitted operations) of this Schedule;

"Monitoring Report" means a report submitted to the ESG containing monitoring and assessments, prepared by competent persons, of whether a Level 1 Threshold, Level 2 Threshold, or Limit have been exceeded in accordance with the Monitoring Plan;

"slots regulations" means the Airports Slot Allocation Regulations 2006(**a**);

"Technical Panel" means a forum of individuals and bodies who are able to provide suitable technical support to the ESG; and

"terms of reference" means—

(a) for the ESG, the terms of reference in appendix A of the green controlled growth framework and any amendments agreed in accordance with paragraph 21(4) (Environmental Scrutiny Group) of this Schedule; and

(b) for each Technical Panel, the terms of reference in appendix B of the green controlled growth framework and any amendments agreed in accordance with paragraph 21(9) (Environmental Scrutiny Group) of this Schedule.

(2) References to a Level 1 Threshold, Level 2 Threshold, and Limit are to be construed as references to those thresholds and Limits which may be revised in accordance with the green controlled growth framework and paragraph 26 (review of implementation of this Part) of this Schedule.

(3) References to the Civil Aviation 1982, or guidance associated with that Act, are, for the purposes of this Part, to be construed as a reference to those provisions or guidance as amended, substituted or replaced, and with such modifications as are required in those circumstances.

(4) The time periods in paragraphs 22 (monitoring of permitted operations), 24 (exceedance of a Level 2 Threshold), 25 (exceedance of a Limit) or 26 (review of implementation of this Part) of this Part apply unless another time period is agreed by the undertaker and the ESG or it is modified in accordance with the process in paragraph 26 (review of implementation of this Part) and references to the time period in those paragraphs are to be construed as references to any agreed or modified time periods.

Exceedance of air quality Level 2 Threshold or Limit

20. For the purposes of this Part, unless otherwise agreed between the undertaker and the ESG, the exceedance of a Level 2 Threshold or Limit relating to air quality requires—

(a) an exceedance of the annual average pollutant concentrations in Table 4.3 of the green controlled growth framework; and

(b) determination by the undertaker that its contribution to the annual average concentration of a pollutant has increased by at least 5 percentage points above the contributions specified in Table 4.2 of the green controlled growth framework relative to the Limit.

Environmental Scrutiny Group

21.—(1) The undertaker must establish a body which is hereinafter referred to as the Environmental Scrutiny Group ("ESG") as soon as reasonably practicable following service of the notice under article 44(1) (interaction with LLAOL planning permission) and in any event no later than 56 days prior to the due date for submission of the first Monitoring Report under paragraph 22 (monitoring of permitted operations) of this Part.

(2) The undertaker will request the attendance of the following individuals and competent officers of the following authorities to a meeting held by the ESG—

(a) Central Bedfordshire Council;

(b) Dacorum Borough Council;

(**a**) S.I. 2006/2665.

(c) Hertfordshire County Council;

(d) Luton Borough Council;

(e) North Hertfordshire District Council;

(f) representation from a slot allocation expert;

(g) an independent chairperson appointed in accordance with the terms of reference; and

(h) an independent aviation specialist appointed in accordance with the terms of reference.

(3) The individual and competent officers in sub-paragraph (2) constitute the members of the ESG for the purposes of this Order from—

(a) in the case of the independent chairperson, the independent aviation specialist and the slot allocation expert, the date of their appointment in accordance with the terms of reference; and

(b) in the case of the Councils, the date on which they notify the independent chairperson of who their individual competent officer is and their appointment will be from that date,

and the membership of the ESG may include such additional individuals or bodies as agreed by the ESG and the undertaker.

(4) The ESG must operate, meet and make decisions in accordance with its terms of reference unless—

(a) otherwise agreed by the ESG and the undertaker, in accordance with the process set out in its terms of reference; or

(b) where the ESG has not been established in accordance with sub-paragraph (1), otherwise agreed by the bodies listed in sub-paragraph (2)(a) to (e) and the undertaker.

(5) The ESG is quorate for the purposes of decision making where the independent chair, independent aviation specialist, slot allocation expert (or an agreed substitute) and a minimum of two local authority representatives are present. In the event that quorum cannot be achieved at the scheduled meeting held under the provisions of sub-paragraph (2), then a further meeting may be held within seven days of such a meeting where as a minimum the independent chair, independent aviation specialist, slot allocation expert (or a substitute agreed) and at least one local authority representative who is not from Luton Borough Council are present.

(6) The undertaker, and if different, the airport owner or the airport operator, are permitted to attend the proceedings of the ESG and may make representations at the proceedings and present reports and plans to the ESG.

(7) The undertaker must establish Technical Panels which will provide technical support to the ESG in relation to each of the following matters—

(a) air quality;

(b) greenhouse gas emissions;

(c) noise; and

(d) surface access.

(8) The bodies invited to nominate a technical representative, and the appointment of an independent expert, to each Technical Panel will be determined in accordance with its terms of reference. The local authority nominated representative, subject to being a competent person, is not subject to approval by the chairperson of the relevant Technical Panel.

(9) The technical representatives nominated under sub-paragraph (7) and the independent technical expert will constitute the members of the Technical Panel for the purposes of this Order from the date approval is provided by the independent chairperson of the ESG in accordance with its terms of reference.

(10) Each Technical Panel must operate and make recommendations in accordance with its terms of reference unless otherwise agreed by the ESG and the undertaker, in accordance with the process set out in its terms of reference.

(11) The undertaker, and if different, the airport owner or the airport operator are permitted to attend the proceedings of the Technical Panels and may make representations at the proceedings and present reports and plans to the Technical Panels.

(12) Where the terms of reference impose obligations on the undertaker, the undertaker must act in accordance with the terms of reference.

(13) Part VA (access to meetings and documents of certain authorities, committees and subcommittees) of the Local Government Act 1972(**a**) and the Public Bodies (Admission to Meetings) Act 1960(**b**) do not apply to the ESG, or any Technical Panel, or to its meetings or proceedings.

(14) In this paragraph—

"airport owner" means the undertaker on the date this Order is made;

"competent officer" means a local authority officer that has sufficient training and experience or knowledge to consider reports from technical specialists and use these to support a decision-making function linked to a planning consent;

"independent aviation specialist" is an independent and suitably qualified person specialising in aviation;

"independent chairperson" is an independent and suitably qualified person with appropriate aviation experience;

"independent technical expert" means an independent person that is suitably qualified or has significant technical experience in either air quality, greenhouse gas emissions, noise or surface access;

"slot allocation expert" means a representative of a body involved with, or an individual with suitable knowledge, skills and experience related to the implementation and / or operation of the Worldwide Airport Slot Guidelines (WASG), or any successor document to establish best practice for the allocation of airport slots; and

"technical representative" means a representative that is suitably qualified or has significant technical experience in either air quality, greenhouse gas emissions, noise or surface access and excludes elected representatives.

Monitoring of permitted operations

22.—(1) The undertaker must, in accordance with the Monitoring Plans, monitor noise, air quality, greenhouse gas emissions and surface access from at least 1 year prior to the date that notice is served under article 44(1) (interaction with the LLAOL planning permission).

(2) The undertaker must prepare and submit to the ESG on the anniversary of the commencement of the monitoring and annually thereafter, a Monitoring Report.

(3) Monitoring Reports submitted under sub-paragraph (2) must be prepared in accordance with the Monitoring Plans, which may be amended in accordance with sub-paragraph (5).

(4) Monitoring Plans in respect of noise must include details of dispensed movements for the previous 12 months, including reasons for the dispensation and what measures, if appropriate, would be introduced to reduce these incidents in the future.

(5) The undertaker and the ESG may agree to amend the Monitoring Plans, and such agreement must not be unreasonably withheld.

(6) The undertaker must make a Monitoring Report publicly available as soon as reasonably practicable following submission under sub-paragraph (1).

(**a**) 1972 c.70.
(**b**) 1960 c. 67.

Exceedance of a Level 1 Threshold

23. Where a Monitoring Report submitted to the ESG under paragraph 22 (monitoring of permitted operations) assesses that a Level 1 Threshold has been exceeded, the undertaker must include in the Monitoring Report commentary on the avoidance of the exceedance of a Limit.

Exceedance of a Level 2 Threshold

24.—(1) Where a Monitoring Report submitted to the ESG under paragraph 22 (monitoring of permitted operations) assesses that a Level 2 Threshold has been exceeded, the undertaker must, unless sub-paragraph (3) applies and subject to sub-paragraph (11), submit to the ESG, and consult the ESG on, a draft Level 2 Plan no later than 21 days starting from the date the Monitoring Report was submitted to the ESG, unless another time period is agreed by the undertaker and the ESG.

(2) Where a Monitoring Report assesses that more than one Level 2 Threshold has been exceeded in respect of a matter identified in paragraph 21(6)(a), (b), (c) or (d), the undertaker may address all of the exceedances which are reasonably considered to be related to one another in the same draft Level 2 Plan for the purposes of sub-paragraph (1) and in the same Level 2 Plan for the purposes of sub-paragraph (5).

(3) This sub-paragraph applies where the ESG certifies, acting reasonably and in accordance with its terms of reference, that a Level 2 Threshold has been exceeded as a result of circumstances beyond the undertaker's control.

(4) The undertaker must have due regard to any representations provided by the ESG on a draft Level 2 Plan during the consultation period and must provide the ESG with a written account of how any such representations have been taken into account as part of its submission under sub-paragraph (5)(a).

(5) A Level 2 Plan must be—

(a) prepared and submitted to the ESG no later than 14 days following the last day of the consultation period; and

(b) approved or refused by the ESG, acting reasonably, no later than 28 days starting the day after the ESG has received the Level 2 Plan under sub-paragraph (a).

(6) Where the ESG has refused a Level 2 Plan, the undertaker must no later than 42 days starting the day after the decision of the ESG—

(a) resolve the disagreement under article 52 (arbitration); or

(b) resubmit a revised Mitigation Plan to the ESG.

(7) Where the ESG has failed to make a decision under sub-paragraph (5)(b) within the time period specified in that sub-paragraph, it is deemed to have refused the Level 2 Plan.

(8) The undertaker must implement the Level 2 Plan approved by the ESG under sub-paragraph (5)(b).

(9) Unless otherwise agreed by the ESG, where a Monitoring Report submitted to the ESG under paragraph 22 (monitoring of permitted operations) assesses that a Level 2 Threshold has been exceeded, and except where sub-paragraph (2) applies, the undertaker will ensure that any future airport capacity declaration does not increase from the existing capacity declaration until a Level 2 Plan has been approved by the ESG or by resolution under article 52 (arbitration) or a Monitoring Report confirms that the relevant environmental effect no longer exceeds the relevant Level 2 Threshold.

(10) Where a Level 2 Plan approved by the ESG or by resolution under artricle 52 (arbitration) specifies a period that plan will have effect then sub-paragraph (1) does not apply during that period unless—

(a) an airport capacity declaration specifies the capacity of the airport is greater than any amount specified in the Level 2 Plan; or

(b) the relevant Level 1 Threshold, Level 2 Threshold or Limit is different from the relevant Level 1 Threshold, Level 2 Threshold or Limit which applied on the date of the submission of the Level 2 Plan under sub-paragraph (5)(b).

(11) Where a Monitoring Report assesses that there has been an exceedance of either one or more Level 2 Thresholds and an exceedance of one or more Limits under paragraph 24 in respect of a matter identified in paragraph 21(6)(a), (b), (c) or (d), the undertaker may decide to address all of these exceedances which are reasonably considered to be related to one another in the same draft Mitigation Plan for the purposes of paragraph 25(1) and 26(10) and in the same Mitigation Plan for the purposes of paragraph 25(5).

Exceedance of a Limit

25.—(1) Where a Monitoring Report submitted to the ESG under paragraph 22 (monitoring of permitted operations) assesses that a Limit has been exceeded, the undertaker must, unless sub-paragraph (3) applies and subject to sub-paragraph (15), submit to the ESG, and consult the ESG on, a draft Mitigation Plan no later than 21 days starting from the date the Monitoring Report was submitted to the ESG.

(2) Where a Monitoring Report assesses that more than one Limit has been exceeded, the undertaker may decide to address all of the exceedances which are reasonably considered to be related to one another in the same draft Mitigation Plan for the purposes of sub-paragraphs (1) and (10) and in the same Mitigation Plan for the purposes of sub-paragraph (5).

(3) This sub-paragraph applies where the ESG certifies, acting reasonably and in accordance with its terms of reference, that a Limit has been exceeded as a result of circumstances beyond the undertaker's control.

(4) The undertaker must have due regard to any representations provided by the ESG on a draft Mitigation Plan in the consultation period and must provide ESG with a written account of how any such representations have been taken into account as part of its submission under sub-paragraph (5)(a).

(5) A Mitigation Plan must be—

(a) prepared and submitted to the ESG no later than 14 days starting the day after the consultation period; and

(b) approved or refused by the ESG, acting reasonably, no later than 28 days starting the day after the ESG has received the Mitigation Plan under sub-paragraph (a).

(6) A Mitigation Plan may only be refused by the ESG under sub-paragraph (5)(b) where it reasonably concludes that—

(a) the proposed mitigation and actions in the Mitigation Plan will not avoid or prevent exceedances of the Limit as soon as reasonably practicable; or

(b) the proposed programme for the implementation of those actions will not avoid or prevent exceedances of a Limit as soon as reasonably practicable.

(7) Where the ESG has refused a Mitigation Plan, the undertaker must no later than 42 days starting the day after the decision of the ESG—

(a) lodge an appeal under paragraph 40 (appeals to the Secretary of State); or

(b) resubmit a revised Mitigation Plan to the ESG.

(8) Where the ESG has failed to make a decision under sub-paragraph (5)(b) within the time period specified in that sub-paragraph, it is deemed to have refused the Mitigation Plan.

(9) The undertaker must implement the Mitigation Plan approved by the ESG under sub-paragraph (5)(b).

(10) The undertaker must unless sub-paragraph (3) applies prepare and submit an updated Mitigation Plan no more than 21 days starting the day from the day after—

(a) the undertaker submits a Monitoring Report 1 year, unless the ESG agrees to a longer period, from the adoption of a Mitigation Plan under sub-paragraph (5)(b) which shows an exceedance of a Limit; or

(b) a Mitigation Plan approved under sub-paragraph (5)(b) sets out a programme for a Limit not being exceeded and a Monitoring Report shows that an exceedance of a Limit which conflicts with that programme,

whichever is sooner.

(11) Without limitation to seeking a local rule in relation to a Mitigation Plan under sub-paragraph (1) or Level 2 Plan under paragraph 24(1), the updated Mitigation Plan submitted under sub-paragraph (10) must—

(a) identify whether the application of a local rule (under the slots regulations) to reduce the existing number of allocated slots would reduce, avoid or prevent exceedances of the Limit where other measures cannot ensure an impact falls below the relevant Limit as soon as reasonably practicable; and

(b) include the proposed programme for seeking in accordance with the slots regulations the introduction of a local rule identified under sub-paragraph (a).

(12) The updated Mitigation Plan under sub-paragraph (10) must be approved or refused by the ESG no later than 28 days starting the day after the ESG has received the Mitigation Plan.

(13) Where the ESG has failed to make a decision under sub-paragraph (12) within the time period specified in that sub-paragraph, it is deemed to have refused the updated Mitigation Plan.

(14) The undertaker must implement a Mitigation Plan approved under sub-paragraph (12).

(15) Unless otherwise agreed by the ESG, where a Monitoring Report submitted to the ESG under paragraph 21 (monitoring of permitted operations) assesses that a Limit has been exceeded, the undertaker will ensure that until monitoring carried out in accordance with a Mitigation Plan or a Monitoring Report confirms the relevant environmental effect has fallen below the relevant Limit any future airport capacity declaration—

(a) does not increase from the existing capacity declaration; and

(b) includes criteria to ensure that the total number of allocated slots (excluding any exempt flights) does not exceed the existing number of allocated slots.

(16) Where a Mitigation Plan approved by the ESG or by the Secretary of State under paragraph 40 (appeals to the Secretary of State) specifies a period that plan will have effect then—

(a) sub-paragraph (1); and

(b) sub-paragraph (10),

does not apply during that period unless sub-paragraph (10)(b) applies.

Review of implementation of this Part

26.—(1) The undertaker must undertake a review of the implementation of this Part, including the review of any Monitoring Plans and arrangements for funding, no later than 3 years from the date the notice is served under article 44(1) (interaction with LLAOL planning permission), and every 5 years following this initial review, and produce and submit to the ESG a report which sets out whether any improvements to the operation of this Part are considered necessary to ensure the efficient and effective operation of authorised development within the Limit.

(2) The undertaker may, following a review carried out under paragraph (1) or otherwise, submit an application to modify the specified periods to the ESG where it considers it necessary for effective implementation of this Part of this Schedule.

(3) The undertaker must, following a review carried out in accordance with the green controlled growth framework, which concludes that there are grounds for a modification of a Level 1 Threshold, Level 2 Threshold, Limit, or Monitoring Plan, submit an application for that modification to the ESG.

(4) The ESG must, acting reasonably, approve or refuse an application submitted under sub-paragraph (2) and (3) no later 56 days starting from the day after the ESG has received the application.

(5) Where the ESG has approved an application submitted under sub-paragraph (2) or (3), the terms of reference are deemed to have been varied to give effect to that approval.

(6) Where the ESG has failed to make a decision under sub-paragraph (4) within the time period specified, it is deemed to have refused the application.

(7) References to the specified periods in this Part of this Schedule are to be construed as references to any modified periods approved under sub-paragraph (4) by the ESG or by resolution under article 52 (arbitration).

(8) In this paragraph "specified periods" means any time period set out in relation to consultation, approval or submission of a Monitoring Report, Level 2 Plan or a Mitigation Plan.

PART 4

REQUIREMENTS PERTAINING TO OTHER OPERATIONAL MATTERS

Passenger cap for the authorised development

27. Subject to, and without prejudice to, the provisions of this Order, the undertaker may operate under this Order the airport so that it permits up to 32 million passengers per annum.

Night quota period scheduled movements cap

28.—(1) The undertaker must not operate under this Order the airport so that it permits in excess of 9,650 scheduled movements by aircraft in the night quota period (23:30-06:00) per 12 month period, unless a request to vary this limit has been submitted to and approved in writing by the Secretary of State following consultation with the specified authorities and, where appointed, the ESG.

(2) Any request to vary the limits under sub-paragraph (1) are only to be approved where it has been demonstrated to the satisfaction of the Secretary of State that such changes would not give rise to any materially new or materially different effects in comparison with those reported in the environmental statement.

Annual air traffic movement cap for the authorised development

29.—(1) Subject to, and without prejudice to, the provisions of this Order, the undertaker may operate the airport under this Order so that it permits up to 209,410 commercial and non-commercial air traffic movement annually. Of this limit, no more than 12,460 air traffic movement annually shall be permitted in the early morning shoulder period (06:00-07:00).

(2) In sub-paragraph (1) "air traffic movement" means a landing or take-off of an airport operating a scheduled or non-scheduled service.

Air noise management plan

30. From the date that notice is served in accordance with article 44(1) (interaction with LLAOL planning permission) of this Order, the airport must be operated in accordance with the air noise management plan.

Fixed plant noise management plan

31. From the date that notice is served in accordance with article 44(1) (interaction with LLAOL planning permission) of this Order, the airport must be operated in accordance with the fixed plant noise management plan.

Ground noise management plan

32.—(1) Notice in accordance with article 44(1) (interaction with LLAOL planning permission) of this Order must not be served until a ground noise management plan for the operation of the airport above the passenger cap permitted by the LLAOL planning permission has been submitted to and approved in writing by Luton Borough Council.

(2) The ground noise management plan submitted under sub-paragraph (1) must be substantially in accordance with the outline ground noise management plan.

(3) From the date notice is served in accordance with article 44(1) of this Order the airport must be operated in accordance with the ground noise management plan referred to in sub-paragraph (1).

Noise contour limits and quota count point limits

33.—(1) The area enclosed by the 54dB LAeq(16hr) (07:00-23:00 hrs) and the 48dB LAeq(8hr) (23:00-07:00hrs) contours shall not exceed the limit values for the time periods set out in Table 1. The contours shall be calculated using the Federal Aviation Authority Aviation Environmental Design Tool noise model version 3e prepared to support the DCO submission or periodic updates to that model, subject to written agreement from the ESG.

Table 1: DCO noise contour Thresholds and Limits

	Limit				
Period	*Up to 2028*	*2039-2033*	*2034-2038*	*2039-2043*	*2044 onwards (in 5 year cycles)*
Average summer day-time noise levels, as measured by size (km2) of 54 dB LAeq, 16hr noise contour	31.3	30.4	29.6	32.6	32.6
Average summer night-time noise levels, as measured by size (km2) of 48 dB LAeq, 8hr noise contour	42.6	41.5	39.7	43.2	43.2

(2) The contour area limit values shall be converted to day and night quota count budgets, supported by threshold value day and night quota count budgets as set out in the GCG framework, using a regression analysis approach to be agreed with Luton Borough Council in consultation with the specified authorities.

(3) The undertaker must comply with the contour limit values set out for the time periods indicated. Where the airport is operated in excess of the contour limit values, it is not a breach of the terms of this Order for the purposes of Part 8 of the 2008 Act if the exceedance is due to action taken in emergency circumstances in which there was reasonably reasonably cause for apprehending injury to persons or serious damage to property.

Noise insulation plan and programme

34.—(1) No increase in passenger capacity may occur until a detailed plan and programme for the four-year delivery of noise insulation has been submitted to and approved in writing by the relevant planning authority.

(2) The programme will set out the total number of eligible properties remaining to be insulated and the numbers of eligible properties that it is intended to insulate in the following year and each subsequent calendar year.

(3) No later than two months before the end of the calendar year, an update report will be submitted to the relevant planning authority for written approval. The update report will include a

summary of the completion and survey rates, explaining the cause and remedy for any delays and setting out the programme for the next year.

(4) The noise insulation programme will be carried out in accordance with the plans approved under sub-paragraphs (1) and (3) and will continue until such time that the relevant planning authority has confirmed in writing that it is satisfied that all eligible properties have been insulated to a satisfactory level.

(5) Changes to the delivery programme may be agreed by the Secretary of State, subject to demonstrating that such changes would not result in materially new or materially different effects than those assessed in the environment statement.

Offsite highways works

35.—(1) Notice in accordance with article 44(1) (interaction with LLAOL planning permission) of this Order must not be served until a transport related impacts monitoring and mitigation approach ("TRIMMA") for the operation of the airport above the passenger cap permitted by the LLAOL planning permission has been submitted to and approved in writing by Luton Borough Council, following consultation with the specified authorities, Buckinghamshire Council and National Highways.

(2) The TRIMMA submitted under sub-paragraph (1) must be substantially in accordance with the outline TRIMMA. It must include the details of Work No. 6e(n) including a timetable for implementation at the point that the threshold is met that would require the works.

(3) From the date notice is served in accordance with article 44(1) of this Order the undertaker must implement and comply with the TRIMMA approved under sub-paragraph (1).

Off-site highway works, Work Nos. 6e(d), (e), (f), (j) and (q)

36. —(1) No part of the Off-site Highway Works No. 6e(d), 6e(e), 6e(f), 6e(j) and 6(e)(q) may commence, until a report which provides evidence, including recent monitoring data, that the works would be required to mitigate airport-related traffic has been submitted to and approved by the relevant local highway authority in writing.

(2) If the relevant local highway authority confirms that the works would be required to mitigate airport-related traffic then the detailed design of the works shall be submitted to and thereafter carried out under the provisions of paragraph 6 (detailed design) of Part 2 of this Schedule.

Travel plans

37.—(1) Notice in accordance with article 44(1) (interaction with LLAOL planning permission) of this Order must not be served until a travel plan for the operation of the airport above the passenger cap permitted by the LLAOL planning permission has been submitted to and approved in writing by Luton Borough Council, following consultation with the specified authorities, Buckinghamshire Council and National Highways.

(2) The travel plan submitted under sub-paragraph (1) must be substantially in accordance with the framework travel plan and the bus and coach study, and prepared in accordance with the process set out in Figure 7.1 of the framework travel plan.

(3) The travel plan submitted under sub-paragraph (1) must include non-sustainable mode share targets, for passengers and staff, that are no higher than the equivalent surface access limit values within the green controlled growth framework and maximises the use of sustainable transport modes in agreement with the airport transport forum.

(4) Every five years following the date a travel plan was submitted for approval under sub-paragraph (1), the undertaker must submit an updated travel plan to Luton Borough Council for approval in writing, following consultation with the specified authorities, Buckinghamshire Council and National Highways.

(5) Sub-paragraph (2) applies in relation to an updated travel plan submitted for approval under sub-paragraph (3).

(6) From the date notice is served in accordance with article 44(1) of this Order the airport must be operated in accordance with the travel plan approved under sub-paragraph (1) or any updated travel plan approved in accordance with sub-paragraph (3).

Sustainable transport fund

38. From the date that notice is served in accordance with article 44(1) (interaction with LLAOL planning permission) of this Order, the undertaker must implement and operate the sustainable transport fund in accordance with the certified sustainable transport fund document listed in Schedule 9.

Operational air quality plan

39.—(1) Notice in accordance with article 44(1) (interaction with LLAOL planning permission) of this Order must not be served until an operational air quality plan for the operation of the airport above the passenger cap permitted by the LLAOL planning permission has been submitted to and approved in writing by Luton Borough Council.

(2) The operational air quality plan submitted under sub-paragraph (1) must be substantially in accordance with the outline operational air quality plan.

(3) From the date notice is served in accordance with article 44(1) of this Order the airport must be operated in accordance with the operational air quality plan referred to in sub-paragraph (1).

Greenhouse gas action plan

40.—(1) Notice in accordance with article 44(1) (interaction with LLAOL planning permission) of this Order must not be served until a greenhouse gas action plan for the operation of the airport above the passenger cap permitted by the LLAOL planning permission has been submitted to and approved in writing by Luton Borough Council.

(2) The greenhouse gas action plan submitted under sub-paragraph (1) must be substantially in accordance with the outline greenhouse gas action plan.

(3) From the date notice is served in accordance with article 44(1) of this Order the airport must be operated in accordance with the greenhouse gas action plan referred to in sub-paragraph (1).

Operational waste management plan

41.—(1) Notice in accordance with article 44(1) (interaction with LLAOL planning permission) of this Order must not be served until an operational waste management plan for the operation of the airport above the passenger cap permitted by the LLAOL planning permission has been submitted to and approved in writing by Luton Borough Council.

(2) The operational waste management plan submitted under sub-paragraph (1) must be substantially in accordance with the outline operational waste management plan.

(3) From the date notice is served in accordance with article 44(1) of this Order the airport must be operated in accordance with the operational waste management plan referred to in sub-paragraph (1).

Water consumption

42.—(1) There must not be an increase in the demand for water resources from the 2019 consumption baseline, unless otherwise agreed in writing by the relevant water undertaker.

(2) Where additional water is required during construction, a water use profile must be submitted to and agreed in writing by the relevant water undertaker in advance of works.

(3) A monitoring report detailing water consumption in respect of water demand for the airport terminals and non-terminals must be submitted annually, unless otherwise agreed, from the date of commencement to the relevant planning authority and the relevant water undertaker.

(4) In sub-paragraph (1) "2019 consumption baseline" means 4.2 litres per second in respect of water demand for the airport terminals and 3.3 litres per second in respect of water-demand for the airport non-terminals.

PART 5

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Interpretation

43. In this Part of this Schedule—

"Part 5 consultee" means one or more of the following bodies on matters relating to their function, where that body is not already the discharging authority or a consultee under the relevant paragraph in Part 1, Part 2 or Part 4 of this Schedule—

(a) Buckinghamshire Council;

(b) Central Bedfordshire Council;

(c) Dacorum Borough Council;

(d) the Environment Agency;

(e) Hertfordshire County Council;

(f) Historic England;

(g) Luton Borough Council;

(h) National Highways;

(i) Natural England;

(j) North Hertfordshire District Council;

(k) the relevant sewerage undertaker; and

(l) the relevant water undertaker;

"specified period" means a period of—

(a) 13 weeks for any application under paragraph 6 (detailed design) of Part 2 of this Schedule for detailed design approval of Works Nos. 3b(01), 3b(02), 3d, 3f, 3g and 4a;

(b) 8 weeks for all other applications for approval under Part 1, Part 2 or Part 4 of this Schedule; or

(c) such longer period as may be agreed between the undertaker and the discharging authority.

Applications made under requirements

44.—(1) Where an application has been made to the discharging authority for any consent, agreement or approval referred to in Part 1, Part 2 or Part 4 of this Schedule the discharging authority—

(a) must consult a Part 5 consultee where it appears to the discharging authority, acting reasonably, that such consultation is necessary and appropriate having regard to—

(i) the nature and spatial extent of the consent, agreement or approval being sought; and

(ii) the functions of the Part 5 consultee;

(b) must give notice to the undertaker of the decision on the application within the specified period which begins on—

(i) the day immediately following that on which the application is deemed valid by the discharging authority; or

(ii) the day immediately following that on which valid further information has been supplied by the undertaker in response to a request from the discharging authority or

a consultee (as the case may be) in accordance with paragraph 45 (further information).

(2) The discharging authority is entitled to rely upon pre-application consultation carried out by the undertaker on an application referred to under paragraph (1) for the purposes of—

(a) discharging any requirement to consult a specified body in Part 1, Part 2 or Part 4, where the undertaker has duly consulted that body; and

(b) determining whether consultation by the discharging authority is required with any Part 5 consultee under sub-paragraph (1)(a),

provided that the application under paragraph (1) contains sufficient evidence of the consultation carried out by the undertaker, including the comments received from the body consulted.

(3) In determining any application made to the discharging authority for any consent, agreement or approval required by a requirement in Part 1, Part 2 or Part 4 of this Schedule, the discharging authority may—

(a) give or refuse its consent, agreement or approval; or

(b) give its consent, agreement or approval either subject to reasonable conditions, or unconditionally; and

(c) where consent, agreement or approval is refused or granted subject to conditions the discharging authority must provide its reasons for that decision with the notice of the decision.

(4) In the event that the discharging authority does not determine an application within the period set out in sub-paragraph (1), the discharging authority is deemed to have refused all parts of the application (without any condition or qualification at the end of that period).

(5) Where consent, agreement or approval is refused, the discharging authority must provide its reasons for that decision with the notice of the decision.

(6) Where an application is made to the discharging authority for any written consent, agreement or approval referred to in Part 1, Part 2 or Part 4 of this Schedule, the fee contained in regulation 16(1)(b) (fees for confirmation of compliance with condition attached to planning permission) of the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012(**a**) is to apply and must be paid to that authority for each application.

(7) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of—

(a) the date any application is rejected as being invalid by the discharging authority; or

(b) the discharging authority failing to determine the application within the specified period.

Further information

45.—(1) In relation to any part of an application made under Part 1, Part 2 or Part 4 of this Schedule, the discharging authority has the right to request such further information from the undertaker as is reasonably necessary to enable the discharging authority to consider the application.

(2) If the discharging authority considers that further information is reasonably necessary, and the application for approval does not give rise to consultation with another body under either the paragraph concerned or paragraph 44(1)(a), or as a result of paragraph 44(2), then the discharging authority must, within ten business days of receipt of the application, notify the undertaker in writing specifying the further information reasonably required.

(3) If the paragraph concerned specifies that consultation with a consultee is required, or the discharging authority elects to consult a Part 5 consultee under paragraph 44(1), then the discharging authority must—

(**a**) S.I. 2012/2920.

(a) issue the application to the consultee within five business days of receipt of the application;

(b) allow the consultee the following period of time, as relevant, to notify the discharging authority whether, acting reasonably, the consultee requires further information to consider the application—

(i) 15 business days, from the date on which the views of consultees are sought, for an application under paragraph 6 of this Schedule for detailed design approval of Work Nos. 3b(01), 3b(02), 3d, 3f, 3g and 4a; and

(ii) 10 business days, from the date on which the views of consultees are sought, for any other application under Part 1, Part 2 or Part 4 of this Schedule; and

(c) notify the undertaker in writing specifying any further information reasonably requested by the discharging authority or any consultee (as the case may be) within—

(i) 25 business days of receipt of an application under paragraph 6 of Part 2 of this Schedule for detailed design approval of Work Nos. 3b(01), 3b(02), 3d, 3f, 3g and 4a; and

(ii) 20 business days of receipt of any other application under Part 1, Part 2, or Part 4 of this Schedule.

(4) If the discharging authority does not give notification of a request for further information to the undertaker within the period specified in sub-paragraph (2) or (3) it (and the consultee, as the case may be) is deemed to have sufficient information to consider the application and is not entitled to subsequently request further information without the prior agreement of the undertaker.

(5) Where further information is requested under this paragraph in relation to part only of an application, that part is treated as separate from the remainder of the application for the purposes of calculating the time periods referred to in paragraph 37 (applications made under requirements) and in this paragraph.

Register of requirements

46.—(1) The undertaker must, as soon as is practicable following the making of the Order, establish and maintain in an electronic form suitable for public inspection a register of those paragraphs contained within Parts 1, 2 and 4 of this Schedule that provide for any consent, agreement or approval to be given by a discharging authority.

(2) The register must set out in relation to each such paragraph its status in terms of whether any application has been made to a discharging authority and whether or not any consent, agreement or approval has been given, together with an electronic link to any document comprised in such an application or in details that have been consented to, agreed or approved.

(3) The register must be maintained by the undertaker for a period of 3 years following the completion of the authorised development.

SCHEDULE 3

Article 14

PERMANENT STOPPING UP OF PUBLIC RIGHTS OF WAY

(1) *Public rights of way to be stopped up*	*(2)* *Extent of stopping up*
Footpath 38 (FP38)	Between Point A on sheet 1 to Point B on sheet 2 of the Rights of Way Plans – Permanent Stopping Up of Public Rights of Way.
Footpath 29 (FP29)	Between Points B and C on sheet 2 of the Rights of Way Plans – Permanent Stopping Up of Public Rights of Way.
Bridleway 28 (BW28)	Between Points C and D on sheet 2 of the Rights of Way Plans – Permanent Stopping Up of Public Rights of Way.
Bridleway 37 (BW37)	Between Point D on sheet 2 to Point E on sheet 6 of the Rights of Way Plans – Permanent Stopping Up of Public Rights of Way.

SCHEDULE 4

Article 18

DESIGNATION OF HIGHWAYS

(1) *Local Highway*	*(2)* *Extent*	*(3)* *Designation*
Airport Access Road	The area hatched blue as shown on sheets 1–3 of the Streets, Rights of Way and Access Plans – Airport Access Road	Carriageway and Footway
Junction of A1081 New Airport Way and Gipsy Lane	The area hatched blue as shown on the Streets, Rights of Way and Access Plan – A1081 New Airport Way / Gipsy Lane	Carriageway
Work No. 5b(03) – New highway (footpath) linking the northern end of Footpath 38 (FP38) with the north-western extent of Footpath 43 (FP43)	Between point 1 and point 2 as shown on sheet 1 of the Rights of Way Plans – Public Rights of Way Proposals	Footpath
Work No. 5b(04) – New highway (multi-use bridleway) connecting Footpath 43 (FP43) to Winch Hill Road	Between point 3 on sheet 1 and point 4 on sheet 3 as shown on sheets 1 and 3 of the Rights of Way Plans – Public Rights of Way Proposals	Bridleway
Work No. 5b(05) – New highway (multi-use bridleway) connecting Bridleway 52 (BW52) with Footpath 41 (FP41)	Between point 6 and point 7 as shown on sheet 2 of the Rights of Way Plans – Public Rights of Way Proposals	Bridleway
Work No. 5b(06) – Upgrading of Footpath FP41 to a bridleway, from its western extent at the junction with Eaton Green Road and FP43, to the intersection of the new length of bridleway forming Work No. 5b(05) leading south-east to Winch Hill Road	Between point 5 and point 6 as shown on sheet 1 of the Rights of Way Plans – Public Rights of Way Proposals	Bridleway
Work No. 5b(07) – Upgrading of Footpath FP43 to bridleway, from its western extent at the junction with Eaton Green Road and FP41, to the intersection of the new bridleway forming Work No. 5b(04) leading south-east to Winch Hill Road	Between point 5 and point 3 as shown on sheet 1 of the Rights of Way Plans – Public Rights of Way Proposals	Bridleway

SCHEDULE 5

Article 27

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

(1) *Plot Reference Number shown on Land Plans*	*(2)* *Purpose for which rights over land may be acquired*
Land Plans – Sheet 1 of 10	
1-41	The rights and restrictive covenants to construct, protect, operate, access and maintain the private road beneath the bridge carrying the railway, including the right to erect lighting within the subway crossing, and to maintain or upgrade the surface; and the right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without plant and machinery, for all purposes in connection with the use of the footpath as a means of access between the adjacent car parks.
Land Plans – Sheet 3 of 10	
3-32, 3-40, 3-41, 3-42	The rights and restrictive covenants to install, protect, implement, retain, repair, improve, renew, remove, relocate and plant hedgerows, associated plants and supporting infrastructure together with the right to maintain, inspect and replant; and the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of hedgerows in connection with the authorised development.
Land Plans – Sheet 4 of 10	
4-01	The right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of hedgerows in connection with the authorised development.
4-02, 4-03, 4-04, 4-05	The rights and restrictive covenants to install, protect, implement, retain, repair, improve, renew, remove, relocate and plant hedgerows, associated plants and supporting infrastructure together with the right to maintain, inspect and replant; and the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of hedgerows in connection with the authorised development.
Land Plans – Sheet 6 of 10	
6-01	The rights and restrictive covenants to access, protect, and maintain an area of ancient woodland.
6-03, 6-04	The rights and restrictive covenants to construct, protect, operate, access, renew and maintain a new fuel pipeline and associated installations.
6-04	The rights and restrictive covenants to construct, operate, access, protect, and maintain a habitat mitigation area.
6-05	The right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of hedgerows in connection with the authorised development.
6-06, 6-07, 6-08, 6-21, 6-21a	The rights and restrictive covenants to install, protect,

(1) *Plot Reference Number shown on Land Plans*	*(2)* *Purpose for which rights over land may be acquired*
	implement, retain, repair, improve, renew, remove, relocate and plant hedgerows, associated plants and supporting infrastructure together with the right to maintain, inspect and replant; and the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of hedgerows in connection with the authorised development.
Land Plans – Sheet 7 of 10	
7-03, 7-09, 7-10, 7-12, 7-13, 7-14, 7-15, 7-16, 7-17, 7-18, 7-19, 7-20, 7-21, 7-23, 7-24, 7-25, 7-26, 7-27, 7-28, 7-30, 7-31, 7-33, 7-34 7-35, 7-36, 7-37, 7-38, 7-40, 7-41, 7-42, 7-43, 7-44, 7-45, 7-46	The rights and restrictive covenants to install, protect, implement, retain, repair, improve, renew, remove, relocate and plant hedgerows, associated plants and supporting infrastructure together with the right to maintain, inspect and replant; and the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of hedgerows in connection with the authorised development.
7-04, 7-05, 7-06, 7-07	The rights and restrictive covenants to construct, operate, access and maintain a habitat mitigation area.
7-29, 7-32, 7-39	The right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of hedgerows in connection with the authorised development.

SCHEDULE 6

Article 27

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS AND IMPOSITION OF RESTRICTIVE COVENANTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply in respect of compensation on the compulsory purchase of land and interests in land, subject to the modifications set out in this Schedule.

2.—(1) Without limiting paragraph 1, the Land Compensation Act 1973(**a**) has effect subject to the modifications set out in sub-paragraphs (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5(3)—

(a) for "land is acquired or taken from" substitute "a right or restrictive covenant over land is purchased from or imposed on"; and

(b) for "acquired or taken from him" substitute "over which the right is exercisable or the restrictive covenant enforceable".

3.—(1) Without limiting paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act, substitute—

"(5A) If—

(a) the acquiring authority enters on land for the 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 6 to the London Luton Airport Expansion Development Consent Order 2025);

(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 6 to the London Luton Airport Expansion Development Consent 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 of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 29 (modification of Part 1 of the 1965 Act)) to the acquisition of land under article 24 (compulsory acquisition of land), applies to the compulsory acquisition of a right by the creation of a new right, or to the imposition of a restrictive covenant under article 27 (compulsory acquisition of rights and imposition of restrictive covenants)—

(**a**) 1973 c. 26.

(a) with the modifications specified in paragraph 5; or

(b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows.

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

(a) the right acquired or to be acquired, or the restrictive covenant imposed or to be imposed; or

(b) the land over which the right is or is to be exercisable, or the restrictive covenant is or is to be enforceable.

(3) For section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

"**7.** In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the 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) (refusal to convey, failure to make title, etc.);

(b) paragraph 10(3) of Schedule 1 (persons without power to sell their interests);

(c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11(**a**) (powers of entry) of the 1965 Act is modified so as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to a compulsory acquisition under article 24), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant; and sections 11A(**b**) (powers of entry: further notices of entry), 12(**c**) (unauthorised entry) and 13(**d**) (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20(**e**) (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.

(**a**) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No.1), S.I. 2009/1307 and section 186 to 188 of, and Schedule 14 and Schedule 16 to, the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.

(**b**) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016.

(**c**) Section 12 was amended by section 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23) and paragraph 4 of Schedule 16 of the Housing and Planning Act 2016 (c. 22).

(**d**) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(**e**) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 29(4) is also modified so as to enable the acquiring authority in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

(8) For Schedule 2A of the 1965 Act substitute—

"SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

Introduction

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 has not executed a general vesting declaration under section 4 of the 1981 Act as applied by article 30 (application of the 1981 Act) of the London Luton Airport Expansion Development Consent Order 2025 in respect of the land to which the notice to treat relates.

2. In this Schedule, "house" includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory ("the owner") may serve a counter-notice requiring the acquiring authority to purchase the owner's interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

(a) withdraw the notice to treat,

(b) accept the counter-notice, or

(c) refer the counter-notice to the Upper Tribunal.

6. The acquiring authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served ("the decision period").

7. If the acquiring authority decides to refer the counter-notice to the Upper Tribunal it must do so within the decision period.

8. If the acquiring authority does not serve notice of a decision within the decision period it is to be treated as if it had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the acquiring authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

(a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or

(b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

(a) the effect of the acquisition of the right or the imposition of the covenant,

(b) the use to be made of the right or covenant proposed to be acquired or imposed, and

(c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

13. If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph it must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.".

SCHEDULE 7

Article 33

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

(1) *Plot Reference Number shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
1-01, 1-02, 1-03, 1-04, 1-05, 1-06, 1-07, 1-08, 1-09, 1-10, 1-11, 1-12, 1-13, 1-14, 1-15, 1-16, 1-17, 1-20, 1-21, 1-26, 1-28, 1-29, 1-35	Offsite highway works, including works to A1081 New Airport Way, B653 and Gipsy Lane. To include, the realignment and widening of A1081 New Airport Way (to provide additional traffic lanes), the realignment and widening of A505 Gispsy Lane (to provide additional traffic lanes), the reshaping of the A1081 New Airport Way central reserve islands including the realignment of barriers, the replacement or relocation of signage, lighting and gantries, the reprovision of cycle lanes, the reprovision of roadside barriers, and the reshaping of the A505 Gipsy Lane splitter island	Work No. 6e(b)
1-27 1-31, 1-32, 1-33	Airport support facilities, including construction of a multi-storey car park associated laydown areas, access, working space to support construction	Work No. 4g
1-34, 1-37, 1-43, 1-49, 1-50, 1-53, 1-54, 1-57, 1-59, 1-61, 1-63	Airport support facilities, including a surface car park associated laydown areas, access, working space to support construction	Work No. 4h
1-58, 1-60, 1-62, 1-63, 1-64, 1-65, 1-66, 1-67	Offsite highway works, including works at A1081 New Airport Way, A505 Kimpton Road and Vauxhall Way, associated laydown areas, access, working space to support construction	Work No. 6e(c)
1-68, 1-69, 1-69a, 1-71a, 1-87, 1-92	Airport support facilities, including works to modify an existing car park and associated laydown areas, access, working space to support construction	Work No. 4i
1-68, 1-69, 1-69a, 1-70, 1-78, 1-80, 1-81, 1-82, 1-85, 1-87, 1-90, 1-92, 1-93,	Works in connection with Airport Access Road, associated	Work No. 6a(01)

(1) *Plot Reference Number shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
2-1139	laydown areas, access, working space to support construction	
1-68, 1-69, 1-69a, 1-70, 1-71a, 1-74, 1-74a, 1-75, 1-76, 1-77, 1-77a, 1-78, 1-80, 1-81, 1-82, 1-85, 1-87, 1-88, 1-90, 1-92, 1-93, 1-94, 1-95, 1-99, 1-100, 2-05, 2-08, 2-09, 2-16, 2-27, 2-66, 2-67, 2-68, 2-84, 2-87, 2-90, 2-96, 2-96a, 2-101, 2-114, 2-117, 2-128, 2-133, 2-134, 3-02, 3-04, 3-05, 3-06, 3-08, 3-11, 5-11	Works in connection with Airport Access Road, associated laydown areas, access, working space to support construction	Work No. 6a(02)
1-95, 2-05, 2-08, 2-09, 2-16	Landscape and mitigation works including the provision of structural landscaping, associated laydown areas, access, working space to support construction	Work No. 5a
2-27	Airport Access Road permanent car parking replacement provision, associated laydown areas, access, working space to support construction	Work No. 4t(01), Work No. 4t(02)
2-62, 2-65, 2-70, 2-79, 2-80	Offsite highway works, including works at A505 Vauxhall Way/Eaton Green Road, associated laydown areas, access, working space to support construction	Work No. 6e(r)
2-68, 2-71	Construction of new hangar aprons, associated laydown areas, access, working space to support construction	Work No. 2c(03)
2-84, 2-87, 2-90, 2-96, 2-96a, 2-101, 2-117	Works in connection with Airport Access Road, associated laydown areas, access, working space to support construction	Work No. 6a(03)
2-93, 2-99, 2-101, 2-108, 2-114, 2-133	Works in connection with Airport Access Road replacement car parking provision, associated laydown areas, access, working space to support construction	Work No. 4t(03)
2-96a, 2-113, 2-116, 2-120, 2-121, 2-126	Offsite highway works, including works at Eaton Green Road/Frank Lester Way, associated laydown areas, access, working space to support construction	Work No. 6e(q)
2-114, 2-133	Works in connection with Airport Access Road, including replacement car parking provision and substation works,	Work No. 4t(04), Work No. 4w

(1) *Plot Reference Number shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
	associated laydown areas, access, working space to support construction	
2-144	Offsite highway works, including works at Eaton Green Road and Lalleford Road, associated laydown areas, access, working space to support construction	Work No. 6e(d)
3-04, 3-05, 3-06, 3-08, 3-11, 3-15, 3-17, 5-11	Sitewide works to enable development including earthworks, associated laydown areas, access, working space to support construction	Work No. 1a
3-04, 3-06, 5-11	Sitewide works to enable development including landfill remediation works, associated laydown areas, access, working space to support construction	Work No. 1b
3-05, 3-06, 3-11, 3-14, 3-15, 3-17, 3-18, 3-22, 3-23, 3-24, 3-25, 3-26, 3-27, 3-28, 3-29	Offsite highway works, including works to Eaton Green Road and Wigmore Lane, including works to the junction of Wigmore Lane and existing Asda, the removal of the existing roundabout junction and conversion to a signalised junction, the provision of signalised pedestrian crossings and the realignment and widening of the carriageway	Work No. 6e(f)
3-18	Landscape and mitigation works including enhancements to Wigmore Valley Park, associated laydown areas, access, working space to support construction	Work No. 5b(01)
3-19, 3-20, 3-21, 7-02	Landscape and mitigation works including the provision of structural landscaping, associated laydown areas, access, working space to support construction	Work No. 5b(02)
3-19, 3-20, 3-21	Landscape and mitigation works including works to Replacement Open Space and upgrade of footpath, associated laydown areas, access, working space to support construction	Work No. 5b(07)
3-27, 3-28, 3-29, 3-30, 3-36, 3-37, 3-38, 3-39,	Offsite highway works, including works at Wigmore Lane and Crawley Green Road,	Work No. 6e(e)

(1) *Plot Reference Number shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
	associated laydown areas, access, working space to support construction	
3-31, 3-33, 3-34, 3-35	Offsite highway works, including works at Crawley Green Road/Lalleford Road, associated laydown areas, access, working space to support construction	Work No. 6e(j)
8-01, 8-02, 8-03, 8-04, 8-05, 8-06, 8-07, 8-08, 8-09, 8-10, 8-11, 8-12, 8-13, 8-14, 8-15, 8-16, 8-17, 8-18, 8-19, 8-22, 8-23	Offsite highway works, including works at M1 J10, including widening to the A1081 westbound carriageway, associated laydown areas, access, working space to support construction	Work No. 6e(o)
8-01, 8-02, 8-03, 8-04, 8-05, 8-06, 8-07, 8-08, 8-09, 8-10, 8-11, 8-12, 8-13, 8-14, 8-15, 8-16, 8-17, 8-18, 8-19, 8-21, 8-22, 8-23	Offsite highway works, including works at M1 J10, including widening of the western circulatory carriageway, associated laydown areas, access, working space to support construction	Work No. 6e(p)
8-03, 8-05, 8-06, 8-07, 8-08, 8-09, 8-10, 8-11, 8-12, 8-13, 8-14, 8-15, 8-16, 8-17, 8-18, 8-19, 8-22, 8-23	Offsite highway works, including works at M1 J10, including widening to the northbound off-slip, associated laydown areas, access, working space to support construction	Work No. 6e(n)
8-20	Offsite highway works, including works at A1081/London Road (South), associated laydown areas, access, working space to support construction	Work No. 6e(h)
8-24, 8-25, 8-26, 8-27	Offsite highway works, including works at A1081/London Road (North), associated laydown areas, access, working space to support construction	Work No. 6e(g)
9-01, 9-02, 9-03, 9-04, 9-05, 9-06, 9-07, 9-08, 9-09	Offsite highway works, including works at Windmill Road and Kimpton Road, associated laydown areas, access, working space to support construction	Work No. 6e(a)
9-10, 9-11, 9-13, 9-15, 9-17, 9-18, 9-19, 9-20, 9-21, 9-22, 9-23, 9-24, 9-25	Offsite highway works, including works at Windmill Road/Manor Road/St. Mary's Road/Crawley Green Road, associated laydown areas,	Work No. 6e(i)

(1) *Plot Reference Number shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
	access, working space to support construction	
10-01, 10-02, 10-03, 10-04, 10-05, 10-06	Offsite highway works, including works at A602 Park Way/Stevenage Road, associated laydown areas, access, working space to support construction	Work No. 6e(m)
10-07	Offsite highway works, including works at A505 Moormead Hill/B655 Pirton Road/Upper Tilehouse Street, associated laydown areas, access, working space to support construction	Work No. 6e(l)
10-08, 10-09	Offsite highway works, including works at A602 Park Way/A505 Upper Tilehouse Street, associated laydown areas, access, working space to support construction	Work No. 6e(k)

SCHEDULE 8

Articles 36 and 49

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertaker concerned.

2. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means—

(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(**a**)), belonging to or maintained by that undertaker;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986(**b**) for the purposes of gas supply;

(c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the utility undertaker under the Water Industry Act 1991(**c**); and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4)(**d**) (adoption of sewers and disposal of works) of that Act or an agreement to adopt made under section 104(**e**) (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 that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"functions" includes powers and duties;

"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; and

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(**a**) 1989 c. 29. The definition of "electric plant" contained in section 64 was amended by section 108 of, and paragraphs 24 and 38(1) and (3) of Schedule 6 to, the Utilities Act 2000 (c. 27).

(**b**) 1986 c. 44. 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**) 1991 c. 56.

(**d**) Section 102(4) was amended by section 96(1(c) of the Water Act 2003 (c. 37) and section 56 of, and paragraph 90 of Schedule 7 to, the Water Act 2014 (c. 21).

(**e**) Section 104 was amended by sections 11(2), 96(4) and 101(2) of, and Part 3 of Schedule 9 to, the Water Act 2003 and section 42(3) of the Flood and Water Management Act 2010 (c. 29).

"utility undertaker" means—

(a) any licence holder within the meaning of Part 1 (electricity supply) of the Electricity Act 1989;

(b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986;

(c) a water undertaker within the meaning of the Water Industry Act 1991; and

(d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991,

for the area of the authorised development, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

On street apparatus

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Apparatus in stopped up public rights of way

4.—(1) Where any public right of way is stopped up under article 14 (permanent stopping up of public rights of way), any utility undertaker whose apparatus is in the land in which the public right of way subsists has the same powers and rights in respect of that apparatus in the land in which the public right of way subsists as it enjoyed immediately before the stopping up and the undertaker must grant to the utility undertaker legal easements reasonably satisfactory to the utility undertaker in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of the utility undertaker to require the removal of that apparatus under paragraph 7 or the power of the undertaker to carry out works under paragraph 9.

(2) Regardless of the temporary alteration, diversion or restriction of any street under the powers conferred by article 13 (temporary stopping up and restriction of use of streets), a utility undertaker 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.

Protective works to buildings

5. The undertaker, in the case of the powers conferred by article 20 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of land

6. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

7.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land must not be extinguished, until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (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 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 must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) 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 52 (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 52 (arbitration), and after the grant to the utility undertaker 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), if the undertaker gives notice in writing to the utility undertaker in question that the undertaker desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) If the utility undertaker fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved, provided that the undertaker has first taken all reasonable steps to contact the relevant representatives of the utility undertaker in order to elicit such a response.

(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 the utility undertaker or its contractors.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 52 (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.

(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 the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

9.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 7(2), the undertaker must submit to the utility undertaker in question a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works unless otherwise agreed with the utility undertaker, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances.

Expenses and costs

10.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker all expenses reasonably incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 7(2).

(2) There must be deducted from any sum payable under subparagraph (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 52 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus 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 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.

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 5 or 7(2), or by reason of any subsidence resulting from such development or works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of 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 undertaker,

by reason or in consequence of any such damage or interruption.

(2) The fact that any act or thing may have been done by a utility undertaker on behalf of the undertaker or in accordance with a plan approved by a utility undertaker or in accordance with any requirement of a utility undertaker or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless a utility undertaker 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 a utility undertaker, its officers, servants, contractors or agents.

(4) 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 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

12. 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 7(2) or a utility undertaker makes requirements for the protection or alteration of apparatus under paragraph 9, 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 the utility undertaker's undertaking and each utility undertaker must use its best endeavours to co-operate with the undertaker for that purpose.

13. Where, under this Part, the utility undertaker is required to give its consent or approval in respect of any matter, that consent or approval must not be unreasonably withheld or delayed.

14. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

15. For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

16. In this Part of this Schedule—

"the 2003 Act" means the Communications Act 2003(**a**);

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"the electronic communications code" has the same meaning as in Chapter 1 (electronic communications networks and services) of Part 2 (networks, services and the radio spectrum) of the 2003 Act(**b**);

"electronic communications code network" means—

(a) so much of an electronic communications network or infrastructure system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronic communications code) of the 2003 Act; and

(b) an electronic communications network which the undertaker is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 (application of the electronic communications code) of the 2003 Act; and

"operator" means the operator of an electronic communications code network.

17. The exercise of the powers conferred by article 36 (statutory undertakers) is subject to Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code.

18.—(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 other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

(**a**) 2003 c. 21.

(**b**) Section 106 was amended by section 4(3) to (9) of the Digital Economy Act 2017 (c. 30). Schedule 3A to the Communications Act 2003 was inserted by section 4 of, and Schedule 1 to, the Digital Economy Act 2017.

(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 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.

(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 52 (arbitration).

(5) This Part of this Schedule does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or

(b) any damages, or any interruptions, caused by electro-magnetic interference arising from the construction or use of the authorised development.

(6) In respect of the acquisition of rights under or over or use of the operator's property, the operator must co-operate with the undertaker with a view to avoiding undue delay

(7) Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 3

FOR THE PROTECTION OF LONDON LUTON AIRPORT OPERATIONS LIMITED

19.—(1) The provisions of this Part of this Schedule—

(a) have effect unless otherwise agreed in writing between the undertaker and LLAOL; and

(b) cease to have effect where LLAOL is no longer the airport operator.

(2) For the period that LLAOL is the airport operator, the undertaker must not—

(a) in relation to land shown within the airport boundary plan (existing), exercise any power under this Order except with the consent of LLAOL (including, for the avoidance of doubt, the service of notice to Luton Borough Council in accordance with article 44(1) (interaction with LLAOL planning permission) of the Order); and

(b) exercise any power under this Order in a manner which would compromise the safe and efficient commercial operation of the airport by LLAOL except with the consent of LLAOL; or

(c) commence the construction of Works Nos. 6b(01), 6b(02) and 6b(03), until a written notice of the works comprising Works Nos. 6b(01), 6b(02) and 6b(03) has been given to LLAOL at least 56 days prior to commencement.

PART 4

FOR THE PROTECTION OF CADENT GAS LIMITED

Application

20. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

Interpretation

21. In this Part of this Schedule—

"alternative apparatus" means appropriate alternative apparatus to the reasonable satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means gas mains, pipelines, pipes, pressure governors, ventilators, cathodic protection (including transformed rectifiers and associated groundbeds or cables), cables, marker posts, block valves, hydrogen above ground installations or other apparatus belonging to, or maintained by, Cadent for the purposes of Cadent's undertaking together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of Cadent's undertaking and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"Cadent" means Cadent Gas Limited (company number 10080864), whose registered office is at Pilot Way, Ansty, Coventry, CV7 9JU), and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986(**a**);

"Cadent's undertaking" means the rights, duties and obligations of Cadent as a public gas transporter within the meaning of section 7 (licensing of public gas transporters) of the Gas Act 1986 (as amended by the Gas Act 1995(**b**));

"commence" and "commencement" include any below ground or intrusive surveys, monitoring, work operations or remedial work in respect of any contamination or other adverse ground condition, the receipt and erection of construction plant and equipment, and intrusive investigations for the purpose of assessing ground conditions;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"facilities and rights" for construction and for maintenance include any appropriate working areas required to reasonably and safely undertake that construction or maintenance, and any necessary rights of access;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of 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, require the undertaker to submit for Cadent's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"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" have effect as if Cadent's existing apparatus was authorised development and as if the term maintain includes protect and use;

(**a**) 1986 c. 44.
(**b**) 1995 c. 45.

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"rights" includes restrictive covenants and, in relation to decommissioned apparatus, the surrender of rights, release of liabilities and transfer of decommissioned apparatus; and

"specified works" means any of the authorised development or activities (including maintenance) undertaken in association with the authorised development which—

(a) 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 26(2) or otherwise; or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 26(2) or otherwise.

On street apparatus

22.—(1) This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act, except for—

(a) paragraphs 23 (apparatus of Cadent in stopped up rights of way), 28 (retained apparatus: protection of Cadent), 29 (expenses) and 30 (indemnity); and

(b) where sub-paragraph (2) applies, paragraphs 26 (removal of apparatus) and 27 (facilities and rights for alternative apparatus).

(2) This sub-paragraph applies where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing public highway, notwithstanding that any diversion may be carried out under the provisions of Part 3 of the 1991 Act.

(3) Paragraph 29 (expenses) does not apply to any part of the authorised development that affects Cadent's apparatus in a street and which constitutes major highway works, major bridge works or major transport works for the purposes of Part 3 of the 1991 Act, but instead—

(a) any allowable costs of the measures needing to be taken in relation to that apparatus in consequence of the authorised development, or in order to facilitate their execution, is to be determined in accordance with Part 3 and section 85 (sharing of cost of necessary measures) of that Act, and any regulations for the time being having effect under that section; and

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

Apparatus of Cadent in stopped up rights of way

23.—(1) Where any public right of way is stopped up under article 14 (permanent stopping up of public rights of way), if Cadent has any apparatus in the public right of way or accessed via that public right of way Cadent is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Cadent, or procure the granting to Cadent of, legal easements reasonably satisfactory to Cadent in respect of such apparatus and access to it prior to the stopping up of any such public right of way, but nothing in this paragraph affects any right of the undertaker or of Cadent to require the removal of that apparatus under paragraph 26 (removal of apparatus).

(2) Notwithstanding the temporary stopping up, alteration, diversion or restriction of use of any street under the powers of article 13 (temporary stopping up and restriction of use of streets), Cadent will be at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as it would have been entitled to do immediately before such temporary stopping up, alteration, diversion or restriction in respect of any apparatus which at the time of the stopping up, alteration, diversion or restriction of use was in that street.

Protective works to buildings

24. The undertaker must exercise the powers conferred by article 20 (protective work to buildings) so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent (such consent not to be unreasonably withheld or delayed).

Acquisition of land

25.—(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 interest in land or appropriate, acquire, extinguish, interfere with or override any easement or other interest in land of Cadent otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out or maintenance of any part of the authorised development (or in such other timeframe as may be agreed between Cadent and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of Cadent or affect the provisions of any enactment or agreement regulating the relations between Cadent and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Cadent reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by Cadent, and it will be the responsibility of the undertaker to procure or secure the consent to and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development or maintenance thereof.

(3) The undertaker and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus, including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent and other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule prevail.

(4) Any agreement or consent granted by Cadent under paragraph 28 (retained apparatus: protection of Cadent) or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement under sub-paragraph (1) that involves de-commissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement or other interest of Cadent in such decommissioned apparatus and release Cadent from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(6) Where the undertaker acquires land which is subject to any right or interest of Cadent (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 26 (removal of apparatus) do not apply, the undertaker must, unless Cadent agrees otherwise—

(a) retain any notice of Cadent's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and

(b) (where no such notice of Cadent's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of Cadent's easement, right or other interest in relation to such acquired land.

Removal of apparatus

26.—(1) If, in the exercise of the powers conferred by this Order, including pursuant to any agreement reached in accordance with paragraph 25 (acquisition of land), the undertaker acquires

any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the facilities and rights referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of Cadent and in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its satisfaction (taking into account paragraph 27(1) (facilities and rights for alternative apparatus) the necessary facilities and rights—

(a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);

(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary maintenance by Cadent in respect of the apparatus); and

(c) to allow access to that apparatus.

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed as soon as reasonably practicable save that this obligation does not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent and the undertaker.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3), then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

27.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by Cadent.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed, then the terms and conditions to which those facilities and rights are subject may be referred to arbitration in accordance with paragraph 34 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to

Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of Cadent

28.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any specified works until Cadent has given written approval of the plan so submitted (and the ground monitoring scheme if required).

(4) Any approval of Cadent given under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5); and

(b) must not be unreasonably withheld or delayed and Cadent must meaningfully engage with the undertaker within 28 days of the date of submission of the plan under sub-paragraph (1).

(5) Cadent may require such modifications to be made to the plan as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Specified works must only be executed in accordance with—

(a) the plan submitted under sub-paragraph (1) (and ground monitoring scheme if required), as approved or as amended from time to time by agreement between the undertaker and Cadent; and

(b) all conditions imposed under sub-paragraph (4)(a),

and Cadent will be entitled to watch and inspect the execution of those works where reasonably practicable to do so and in accordance with any relevant health and safety legislation.

(7) Where Cadent requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) If Cadent, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 20 to 22 and 25 to 27 apply as if the removal of the apparatus had been required by the undertaker under sub-paragraph 26(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 specified works, a new plan (and the ground monitoring scheme if required), instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan (and the ground monitoring scheme if required).

(10) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development (including such an event attributable to its maintenance)—

(a) the undertaker must implement an appropriate ground mitigation scheme; and

(b) Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 29 (expenses).

(11) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances.

(12) In this paragraph, "emergency works" means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

Expenses

29.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent within 28 days of receipt of an invoice all charges, costs and expenses reasonably anticipated or reasonably incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 26(3) if it elects to do so; or

(ii) exercising any compulsory purchase powers under this Order transferred to or benefitting Cadent;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule;

(g) any watching brief pursuant to sub-paragraph 28(6).

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated, and the placing of apparatus of that type or capacity or of those dimensions or the placing of

apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 34 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances (or it would be unlawful due to a statutory or regulatory change) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

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

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

(5) An amount which apart from this sub-paragraph would be payable to Cadent in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

30.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised development (including works carried out under article 20 (protective work to buildings)) by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by the undertaker) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from Cadent, the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and

(b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty, compensation or costs properly incurred by, paid by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents;

(b) any part of the authorised development carried out by Cadent in the exercise of any functions conferred by this Order pursuant to a grant or transfer under article 8 (consent to transfer benefit of Order); and

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable at the commencement of the relevant works referred to in sub-paragraph (1).

(4) Cadent must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

Enactments and agreements

31. Except where this Part of this Schedule provides otherwise, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

32.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or Cadent requires the removal of apparatus under paragraph 26(2) (removal of apparatus) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 28 (retained apparatus: protection of Cadent), the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent's undertaking and Cadent must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Cadent's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

33. If in consequence of any agreement reached in accordance with paragraph 25(1) (acquisition of land) or the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

34. Save for differences or disputes arising under sub-paragraphs 26(2) (removal of apparatus) any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 52 (arbitration).

Notices

35. Notwithstanding article 51 (service of notices) any plans submitted to Cadent by the undertaker pursuant to paragraph 28(1) (retained apparatus: protection of Cadent) must be sent via email and post to such email and postal addresses as Cadent may from time to time appoint for that purpose and notify to the undertaker in writing.

PART 5

FOR THE PROTECTION OF NATIONAL HIGHWAYS LIMITED

Application, etc.

36.—(1) The provisions of this Part of this Schedule apply for the protection of National Highways of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ (company registration number 09346363) and all successors in title and have effect unless otherwise agreed in writing between the undertaker and National Highways.

(2) An agreement for the purpose of sub-paragraph (1) includes, but is not limited to, an agreement made under article 17 (agreements with street authorities) of this Order, or under the 1980 Act provided that the agreement expressly refers to paragraph 36 of this Schedule.

(3) Nothing in this Order affects or prejudices the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000(**a**), or Town and Country Planning (General Permitted Development) (England) Order 2015(**b**) which continues to apply in respect of the exercise of all National Highways' statutory functions.

Interpretation

37.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with subparagraph (2) the latter prevail.

(2) In this Part of this Schedule—

"as built information" means one electronic copy of the following information—

(a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker; in compliance with Interim Advice Note 184 or any successor document;

(b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);

(c) product data sheets and technical specifications for all materials used;

(d) as constructed information for any utilities discovered or moved during the works;

(e) method statements for the works carried out;

(f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the Specification for Highway Works or any replacement or modification of it;

(g) organisation and methods manuals for all products used;

(h) as constructed programme;

(i) test results and records as required by the detailed design information and during construction phase of the project;

(j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;

(k) the health and safety file; and

such other information as is reasonably required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway's Asset Data Management Manual as is in operation at the relevant time;

(**a**) 2000 c. 38.
(**b**) S.I. 2015/596.

"the bond sum" means the sum equal to 200% of the cost of carrying out the specified works (to include all costs plus any commuted sum) or such other sum agreed between the undertaker and National Highways;

"the cash surety" means the sum agreed between the undertaker and National Highways;

"commuted sum" means such sum calculated as provided for in paragraph 48 (commuted sums) of this Part of this Schedule to be used to fund the future cost of maintaining the specified works;

"condition survey" means a survey of the condition of National Highways structures and assets within the Order limits that in the reasonable opinion of National Highways may be affected by the specified works;

"contractor" means any contractor or subcontractor appointed by the undertaker to carry out the specified works;

"defects period" means the period from the date of the provisional certificate to the date of the final certificate which is to be no less than 12 months from the date of the provisional certificate;

"detailed design information" means such of the following drawings specifications and calculations as are relevant to the development—

(a) site clearance details;

(b) boundary, environmental and mitigation fencing;

(c) road restraints systems and supporting road restraint risk appraisal process assessment;

(d) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways

(e) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;

(f) pavement, pavement foundations, kerbs, footways and paved areas;

(g) traffic signs and road markings;

(h) traffic signal equipment and associated signal phasing and timing detail;

(i) road lighting (including columns and brackets);

(j) regime of California Bearing Ratio testing;

(k) electrical work for road lighting, traffic signs and signals;

(l) motorway communications as required by DMRB;

(m) highway structures and any required structural approval in principle;

(n) landscaping;

(o) proposed departures from DMRB standards;

(p) walking, cycling and horse riding assessment and review report;

(q) stage 1 and stage 2 road safety audits and exceptions agreed;

(r) utilities diversions;

(s) topographical survey;

(t) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it;

(u) health and safety information including any asbestos survey required by GG105 or any successor document; and

(v) other such information that may be reasonably required by National Highways to be used to inform the detailed design of the specified works;

"DBFO contract" means the contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road

network which are within the Order Limits or any successor or replacement contract that may be current at the relevant time;

"DMRB" means the Design Manual for Roads and Bridges or any replacement or modification of it;

"final certificate" means the certificate relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 46;

"the health and safety file" means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction (Design and Management) Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

"highway operations and maintenance contractor" means the contractor appointed by National Highways under the DBFO contract;

"nominated persons" means the undertaker's representatives or the contractor's representatives on site during the carrying out of the specified works as notified to National Highways from time to time;

"programme of works" means a document setting out the sequence and timetabling of the specified works;

"provisional certificate" means the certificate of provisional completion relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 42 when it considers the specified works are substantially complete and may be opened for traffic;

"road safety audit" means an audit carried out in accordance with the road safety audit standard;

"road safety audit standard" means DMRB Standard HD GG119 or any replacement or modification of it;

"road space booking" means road space bookings in accordance with National Highways' Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy;

"Specification for Highways Works" means the specification for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network;

"specified works" means so much of any work, including highway works and signalisation, authorised by this Order including any maintenance of that work, as is on, in, under or over the strategic road network for which National Highways is the highway authority;

"strategic road network" means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including drainage infrastructure, street furniture, verges and vegetation and all other land, apparatus and rights located in, on, over or under the highway;

"utilities" means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the 1991 Act; and

"winter maintenance" means maintenance of the road surface to deal with snow and ice.

(3) References to any standards, manuals, contracts, Regulations and Directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

(4) For the purposes of its obligations to procure a bond under this Part of this Schedule, the undertaker may procure a bond in relation to the specified works, and a separate bond in relation to the commuted sums, and in those circumstances references in this Part to "bond" and "bond sum" means both bonds together.

General

38. The undertaker acknowledges that parts of the works authorised by this Order affect or may affect parts of the strategic road network in respect of which National Highways have appointed the highway operations and maintenance contractor.

Prior approvals and security

39.—(1) The specified works must not commence until—

(a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;

(b) the programme of works has been approved by National Highways;

(c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—

(i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a);

(ii) details of the proposed road space bookings with National Highways;

(iii) the identity of the contractor and nominated persons;

(iv) to the extent that this is not provided for in the Construction and Traffic Management Plan, a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker;

(v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding;

(d) to the extent that this is not provided for in the Construction and Traffic Management Plan, a scheme of traffic management relating to traffic management on the strategic road network has (where relevant) been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;

(e) stakeholder liaison has (where relevant) taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c)(iv);

(f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;

(g) the undertaker has agreed the estimate of the commuted sum with National Highways;

(h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the specified works (which must include winter maintenance) has been agreed in writing by National Highways;

(i) the undertaker has procured to National Highways collateral warranties in a form reasonably approved by National Highways from the contractor and designer of the specified works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the specified works, including in the selection of materials, goods, equipment and plant; and

(j) a condition survey and regime of monitoring of any National Highways assets or structures that National Highways reasonably considers will be affected by the specified works, has been agreed in writing by National Highways.

(2) The undertaker must not exercise—

(a) article 4 (maintenance of authorised development);

(b) article 10 (street works);

(c) article 11 (power to alter layout, etc., of streets);

(d) article 12 (construction and maintenance of new, altered or diverted streets);

(e) article 13 (temporary stopping up and restriction of use of streets);

(f) article 14 (permanent stopping up or public rights of way);

(g) article 15 (access to works);

(h) article 16 (traffic regulation);

(i) article 19 (discharge of water);

(j) article 20 (protective works to buildings) insofar as this relates to buildings owned or operated by National Highways;

(k) article 21 (authority to survey and investigate the land);

(l) article 22 (felling, lopping and removal of trees, shrubs and hedgerows);

(m) article 33 (temporary use of land for carrying out the authorised development); or

(n) article 34 temporary use of land for maintaining the authorised development),

of this Order, over any part of the strategic road network without the consent of National Highways, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space bookings and/or submit a scheme of traffic management for National Highways' approval.

(3) National Highways must prior to the commencement of the specified works or the exercise of any power referenced in sub-paragraph (2) inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraph (1) or (2).

(4) National Highways must provide the undertaker with a list of all the structures, assets and pavements to be subject to both a condition survey and regime of monitoring pursuant to sub-paragraph (1)(i) and paragraph 44(1) (final condition survey) of this Part of this Schedule before the first condition survey is conducted and the regime of monitoring is implemented.

(5) Any approval or consent of National Highways required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) must be given in writing;

(c) in the case of a refusal must be accompanied by a statement of grounds for refusal;

(d) shall be deemed to have been refused if neither given nor refused within 2 months of the receipt of the information for approval or, where further particulars are requested by National Highways within 2 months of receipt of the information to which the request for further particulars relates; and

(e) may be subject to any conditions as National Highways reasonably considers necessary.

(6) Any change to the identity of the contractor and/or designer of the specified works will be notified to National Highways immediately along with collateral warranties in a form agreed by National Highways acting reasonably.

(7) Any change to the detailed design of the specified works must be approved by National Highways in accordance with sub-paragraph (1) of this Part of this Schedule.

Construction of the specified works

40.—(1) The undertaker must—

(a) as soon as reasonably practicable following service of notice under article 44(1) (interaction with LLAOL planning permission), inform National Highways that such notice has been served;

(b) give National Highways 28 days' notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways; and

(c) give National Highways as much notice as is reasonably practicable of any element of the authorised development that the undertaker reasonably considers would significantly affect the strategic road network or the level of traffic on the strategic road network.

(2) The undertaker must comply with National Highways' road space booking procedures prior to and during the carrying out of the specified works and no specified works for which a road space booking is required is to commence without a road space booking having first been secured from National Highways, such road space booking not to be unreasonably withheld or delayed.

(3) The specified works must be carried out by the undertaker to the reasonable satisfaction of National Highways in accordance with—

(a) the relevant detailed design information and programme of works approved pursuant to paragraph 39(1) (prior approvals and security) or as subsequently varied by agreement between the undertaker and National Highways;

(b) the DMRB, the Manual of Contract Documents for Highway Works, including the Specification for Highway Works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016(**a**) save to the extent that exceptions from those standards apply which have been approved by National Highways; and

(c) all aspects of the Construction (Design and Management) Regulations 2015(**b**) or any statutory amendment or variation of the same and in particular the undertaker, as client, must ensure that all client duties (as defined in the said regulations) are undertaken to the reasonable satisfaction of National Highways.

(4) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to the specified works for the purposes of inspection and supervision of the specified works.

(5) If any part of the specified works is constructed—

(a) other than in accordance with the requirements of this Part of this Schedule; or

(b) in a way that causes damage to the highway, highway structure or asset or any other land of National Highways,

National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the reasonable satisfaction of National Highways.

(6) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the strategic road network then National Highways may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(7) If within 28 days on which a notice under sub-paragraph (5) or sub-paragraph (6) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users of the strategic road network, within such lesser period as National Highways may stipulate), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure incurred by National Highways in so doing, such sum to be payable within 30 days of demand.

(8) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing.

(**a**) S.I. 2016/362.
(**b**) S.I. 2015/51.

(9) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the reasonable satisfaction of National Highways.

(10) During the construction of the specified works the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance operations agreed by National Highways pursuant to paragraph 39(1)(h) (prior approvals and security) and the undertaker must carry out such maintenance at its own cost.

(11) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to paragraph 39(1)(b) of this Part of this Schedule or suspends the carrying out of any specified work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

Payments

41.—(1) The undertaker must pay to National Highways a sum equal to the whole of any costs and expenses which National Highways reasonably incurs (including costs and expenses for using internal or external staff and costs relating to any work which becomes abortive) in relation to the specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part of this Schedule, including—

(a) the checking and approval of the information required under paragraph 40(1) (construction of the specified works) and any advice given to the undertaker relating to the design, specification and programme of the specified works generally;

(b) the supervision of the specified works;

(c) the checking and approval of the information required to determine approvals under this Order;

(d) all reasonable legal, technical and administrative costs and disbursements incurred by National Highways in connection with sub-paragraphs (a)-(c); and

(e) any value added tax which is payable by National Highways in respect of such costs and expenses and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising "the NH costs".

(2) The undertaker must pay to National Highways upon demand and prior to such costs being incurred the total costs that National Highways reasonably believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development.

(3) National Highways must provide the undertaker with a fully itemised schedule showing its estimate of the NH costs prior to the commencement of the specified works and the undertaker must pay to National Highways the estimate of the NH costs attributable to the specified works prior to commencing the specified works and in any event prior to National Highways incurring any cost.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs it may give notice to the undertaker of the amount that it believes the NH costs will exceed the estimate of the NH costs (the excess) and the undertaker must pay to National Highways within 28 days of the date of the notice a sum equal to the excess.

(5) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) to (4) within 30 days of the issue of the provisional certificate issued pursuant to paragraph 42(4).

(6) Within 28 days of the issue of the final account—

(a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it;

(b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.

(7) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the other party interest at 1% above the Bank of England base lending rate from time to time being in force for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

Provisional certificate

42.—(1) Following any closure or partial closure of any of the strategic road network for the purposes of carrying out the specified works, National Highways will carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any reasonable requirements of National Highways prior to reopening the strategic road network.

(2) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.

(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable—

(a) inspect the specified works; and

(b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(4) When—

(a) a stage 3 road safety audit for the specified works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways, such approval not to be unreasonably withheld or delayed;

(b) the specified works incorporating the approved remedial works under sub-paragraph (4)(a) and any further works notified to the undertaker pursuant to sub-paragraph (3)(b) have been completed to the reasonable satisfaction of National Highways;

(c) the as built information has been provided to National Highways; and

(d) the undertaker has paid the commuted sum to National Highways,

National Highways must promptly issue the provisional certificate.

(5) The undertaker must submit a stage 4 road safety audits as required by and in line with the timescales stipulated in the road safety audit standard.

(6) The undertaker must comply with the findings of the stage 4 road safety audit and must pay all reasonable costs of and incidental to such and provide updated as-built information to National Highways.

Opening

43. The undertaker must notify National Highways not less than 56 days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public within 14 days of that date.

Final condition survey

44.—(1) The undertaker must, as soon as reasonably practicable after making its application for a provisional certificate pursuant to paragraph 42(2), arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval.

(2) The re-survey will include a renewed geotechnical assessment required by DMRB CD622 if the specified works include any works beneath the strategic road network.

(3) If the re-surveys carried out pursuant to sub-paragraph (1) indicates that any damage has been caused to a structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted.

(4) If the undertaker fails to carry out the remedial work in accordance with the approved scheme, National Highways may carry out the steps required of the undertaker and may recover any expenditure it reasonably incurs in so doing.

(5) National Highways may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to paragraph 44(1) give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover any expenditure it reasonably incurs in so doing.

(6) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.

(7) Any approval of National Highways required under this paragraph must not be unreasonably withheld or delayed.

Defects period

45.—(1) The undertaker must at its own expense remedy any defects in the strategic road network as are reasonably required by National Highways to be remedied during the defects period.

(2) All identified defects must be remedied in accordance with the following timescales—

(a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);

(b) in respect of matters which National Highways reasonably considers to be serious defects or faults, within 14 days of receiving notification of the same; and

(c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.

(3) Following the expiry of the defects period National Highways has responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

Final certificate

46.—(1) The undertaker must apply to National Highways for the final certificate no sooner than 12 months from the date of the provisional certificate.

(2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable—

(a) inspect the strategic road network; and

(b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network or confirmation that no such works are required for this purpose.

(3) The undertaker must carry out such works notified to it pursuant to sub-paragraph (2).

(4) When National Highways is reasonably satisfied that—

(a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph (2) and any remedial works required as a result of the stage 4 road safety audit have been made good to the reasonable satisfaction of National Highways; and

(b) the NH costs have been paid to National Highways in full,

National Highways must issue the final certificate after which the bond is to be released in full.

(5) The issue of a final certificate by National Highways amounts to an acknowledgment by National Highways that the construction, alteration or diversion (as the case may be) of the highway has been completed to its reasonable satisfaction for the purposes of article 12 (construction and maintenance of new, altered or diverted streets) of this Order.

(6) The undertaker must pay to National Highways within 28 days of demand the costs reasonably incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to these provisions.

Security

47. The specified works must not commence until—

(a) the undertaker procures that the specified works are secured by a bond from a bondsman first approved by National Highways in the agreed form between the undertaker and National Highways to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and the specified works under the provisions of this Part of this Schedule provided that the maximum liability of the bond must not exceed the bond sum; and

(b) the undertaker has provided the cash surety which may be utilised by National Highways in the event of the undertaker failing to meet its obligations to make payments under paragraph 41 (payments) or to carry out works the need for which arises from a breach of one or more of the obligations of the undertaker under the provisions of this Part of this Schedule.

Commuted sums

48.—(1) National Highways must provide to the undertaker an estimate of the commuted sum, calculated in accordance with FS Guidance S278 Commuted Lump Sum Calculation Method dated 18 January 2010 or any successor guidance, prior to the commencement of the specified works.

(2) The undertaker must pay to National Highways the commuted sum prior to the issue of the provisional certificate.

Insurance

49. Prior to the commencement of the specified works the undertaker must ensure public liability insurance is in place with an insurer in the minimum sum of £10,000,000.00 (ten million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of specified works or use of the strategic road network by the undertaker.

Indemnity

50.—(1) Subject to sub-paragraphs (2) and (3) the undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways arising from the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order within 14 days of demand save for any loss arising out of or in consequence of any negligent act or default of National Highways.

(2) Sub-paragraph (1) does not apply to any costs, claims, expenses, damages, losses and liabilities which were caused by or arose out of the negligence or default of National Highways or its officers, servants, agents or contractors or any person or body for whom it is responsible.

(3) If any person makes a claim or notifies an intention to make a claim against National Highways which may reasonably be considered likely to give rise to a liability under this paragraph then National Highways must—

(a) as soon as reasonably practicable give the undertaker reasonable notice of any such third party claim or demand, specifying the nature of the indemnity liability in reasonable detail; and

(b) not make any admission of liability, agreement or compromise in relation to the indemnity liability without first consulting the undertaker and considering their representations.

(4) National Highways 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 where it is within National Highway's reasonable gift and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Highway's control.

(5) National Highways must provide an explanation of how any claim has been mitigated or minimised or where mitigation or minimisation is not possible an explanation as to why, if reasonably requested to do so by the undertaker and only in relation to costs that are incurred which are within National Highways' direct control.

Maintenance of the specified works

51.—(1) The undertaker must, prior to the commencement of any works of maintenance to the specified works, give National Highways 28 days' notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(2) If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of the specified works for which a road space booking is required is to commence without a road space booking having first been secured, such road space booking not to be unreasonably withheld or delayed.

(3) The undertaker must comply with any reasonable requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 14 days' in advance of the planned commencement date of the maintenance works.

(4) The provisions of paragraph 43 (opening) apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.

Expert determination

52.—(1) Article 52 (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date of a dispute first being notified in writing by one party to the other and in the absence of the difference being settled within that period the expert must be appointed within 21 days of the notification of the dispute.

(4) The expert must—

(a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 21 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 21 days of receipt of the submission;

(c) issue a decision within 42 days of receipt of the submissions under sub-paragraph (b); and

(d) give reasons for the decision.

(5) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 52 (arbitration).

(6) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

PART 6

FOR THE PROTECTION OF LOCAL HIGHWAY AUTHORITIES

Application, etc.

53.—(1) The provisions of this Part of this Schedule apply for the protection of local highway authorities unless otherwise agreed in writing between the undertaker and a relevant highway authority.

(2) An agreement for the purpose of sub-paragraph (1) includes, but is not limited to, an agreement made under article 17 (agreements with street authorities) of this Order, or under the 1980 Act.

(3) Any approval or consent of a local highway authority required under this Part of this Schedule—

(a) must not be unreasonably withheld or delayed;

(b) must be given in writing;

(c) in the case of a refusal must be accompanied by a statement of grounds for refusal; and

(d) may be subject to any conditions as the local highway authority reasonably considers necessary.

54.—(1) In this Part of this Schedule—

"bond sum" means the sum equal to 150% of the costs of carrying out the specified works (to include all the costs plus the commuted sum) or such other sum agreed between the undertaker and the relevant highway authority;

"the cash surety" means the sum agreed between the undertaker and the relevant highway authority, acting reasonably;

"commuted sum" means such reasonable sum calculated as provided for in paragraph 67 (commuted sums) of this Part of this Schedule to be used to fund the future cost of maintaining the specified works;

"detailed design information" means such drawings, specifications and other information, as are relevant to and reasonably required in respect of any specified works, to comprise the following—

(a) site clearance details;

(b) boundary, environmental and mitigation fencing;

(c) road restraint systems (vehicle and pedestrian);

(d) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;

(e) earthworks as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;

(f) highway pavements, pavement foundations, kerbs, footways and paved areas;

(g) traffic signs and road markings;

(h) traffic signal equipment and associated signal phasing and timing detail;

(i) road lighting (including columns and brackets);

(j) electrical work for highway lighting and traffic signs;

(k) highway structures;

(l) landscaping, planting and any boundary features which will form part of the local highway;

(m) utility diversions insofar as in the existing or proposed local highway;

(n) a schedule of timings for the works, including dates and durations for any closures of any part of the local highway;

(o) stage 1 and stage 2 road safety audits prepared in accordance with paragraph 57 (road safety audits);

(p) traffic management proposals including any diversionary routes;

(q) a schedule of the existing local highway condition prior to commencement of construction related activities;

(r) a specification of the condition in which it is proposed that the local highway will be returned once the specified works have been completed;

(s) tracking plans, including a version of such plans in AutoCAD format or such other software format as the relevant highway authority may reasonably request;

(t) highway alignment drawings;

(u) drainage contour plans and drainage calculations;

(v) visibility splay plans; and

(w) any temporary works structures which are to be erected or retained under the Order or otherwise;

"DMRB" means the Design Manual for Roads and Bridges or any replacement or modification of that standard for the time being in force;

"final certificate" means the final certificate issued by a relevant highway authority under paragraph 63 (maintenance) of this Part of this Schedule;

"maintenance period" means the period from the date of the provisional certificate being issued to the date of the final certificate being issued, unless otherwise agreed in writing between the undertaker and the relevant highway authority;

"provisional certificate" means the certificate issued under paragraph 62 (provisional certificated) of this Part of this Schedule;

"specification for highways works" means the specification for highways works published from time to time by the relevant highway authority setting out the requirements and approvals procedures for work, goods or materials used in the construction, alteration, improvement or maintenance of the local highway network; and

"specified works" means any part of the authorised development that involves the construction, alteration or improvement of a local highway.

(2) For the purposes of its obligations to procure a bond under this Part of this Schedule, the undertaker may procure a bond in relation to the specified works, and a separate bond in relation to the commuted sums, and in those circumstances references in this Part of this Schedule to "bond" and "bond sum" means both bonds together.

Detailed design information and commencement

55. Before commencing any specified works, the undertaker must—

(a) provide to the relevant highway authority the detailed design information relating to those specified works and obtain the relevant highway authority's written approval for those works; and

(b) secure road space booking from the relevant highway authority, such road space booking approval not to be unreasonably withheld or delayed.

Security

56. The specified works must not commence until—

(a) the undertaker procures that the specified works are secured by a bond from a bondsman first approved by the relevant highway authority, in a form agreed between the undertaker and the relevant highway authority, to indemnify the relevant highway authority against

all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and the specified works under the provisions of this Part of this Schedule provided that the maximum liability of the bond must not exceed the bond sum; and

(b) the undertaker has provided the cash surety which may be utilised by the relevant highway authority in the event of the undertaker failing to make payments under paragraph 61 (payments) or to carry out works the need for which arises from a breach of one or more of the obligations of the undertaker under the provisions of this Part of this Schedule.

Road safety audits

57.—(1) Road safety audits required to be carried out by the undertaker under the provisions of this Part of this Schedule must be carried out in accordance with the Design Manual for Roads and Bridges standard GG119 or any replacement or modification of it.

(2) No stage of any road safety audit that is required to be carried out by the undertaker under this Part of this Schedule in relation to any specified works is to begin until the relevant highway authority has approved in writing for that stage of road safety audit of those specified works—

(a) the curriculum vitae of the persons carrying out the road safety audit; and

(b) the road safety audit brief.

(3) The specified works must not commence until a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised in the audit or any exceptions are approved by the relevant highway authority.

(4) Where the report of the stage 3 and 4 road safety audit identifies any recommended measures in respect of a local highway, the undertaker must carry out, at its own expense and to the reasonable satisfaction of the relevant highway authority, those measures identified as part of the stage 3 and 4 road safety audit provided that—

(a) the undertaker has the powers to deliver the measures under this Order; and

(b) the measures do not give rise to any new or materially different environmental effects in comparison with those identified in the environmental statement.

(5) If by the operation of sub-paragraphs (4)(a) or (4)(b) the undertaker is not required to carry out the recommendations of a stage 3 or stage 4 road safety audit the relevant highway authority may instead carry out those recommendations and recover the reasonable costs of so doing from the undertaker.

Construction of the specified works

58. The specified works must be carried out by the undertaker to the reasonable satisfaction of the relevant highway authority in accordance with—

(a) the relevant detailed design information approved by the relevant highway authority under paragraph 55 or as subsequently varied by agreement between the undertaker and the relevant highway authority;

(b) the DMRB, the specification for highway works, together with all other relevant standards as required by the relevant highway authority to include, inter alia, all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016(**a**) save to the extent that exceptions from those standards apply which have been approved by the relevant highway authority; and

(c) all aspects of the Construction (Design and Management) Regulations 2015(**b**) or any statutory amendment or variation of the same and in particular the undertaker, as client,

(**a**) S.I. 2016/362.
(**b**) S.I. 2015.51.

must ensure that all client duties (as defined in the said regulations) are undertaken to the reasonable satisfaction of the relevant highway authority.

Inspections and testing of materials

59.—(1) The undertaker must allow and facilitate an appropriately qualified officer or officers of a relevant highway authority that have been nominated by that relevant highway authority (each being a "nominated officer") to access and inspect at all reasonable times any part of the specified works during their construction and before a final certificate has been issued in respect of the specified works as is reasonably necessary to ensure that the works have been or are being carried out to the appropriate standard.

(2) Any testing reasonably requested by the relevant highway authority of materials used in any specified works must be carried out at the undertaker's expense and in accordance with the DMRB (or any other testing specification agreed by the undertaker and the relevant highway authority acting reasonably).

(3) A relevant highway authority (or its agent) may test all or any materials used or proposed to be used in any specified works and the undertaker must provide such information, access and materials as is reasonably required to facilitate such testing.

(4) The undertaker must, as soon as is reasonably practicable, provide the relevant highway authority with a copy of all test certificates and results relevant to the specified works that the relevant highway authority has requested in writing

(5) The relevant highway authority must as soon as is reasonably practicable provide the undertaker with a copy of all test results and certificates relevant to the works that the undertaker has requested in writing.

(6) In circumstances where any relevant work carried out by the undertaker is tested by the relevant highway authority pursuant to the provisions of this Part of this Schedule that test resulted in works being undone at the undertaker's expense (acting reasonably) and found to be satisfactory then that expense must forthwith be reimbursed by the relevant highway authority provided that the relevant highway authority was given a reasonable opportunity by the undertaker to inspect the works at a time when the works could have been inspected without the need to incur the expense.

(7) If any part of the specified works is constructed—

(a) other than in accordance with the requirements of this Part of this Schedule; or

(b) in a way that causes damage to the highway, highway structure or asset or any other land of the relevant highway authority,

the relevant highway authority may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the reasonable satisfaction of the relevant highway authority.

(8) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the local highway then the relevant highway authority may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(9) If within 28 days on which a notice under sub-paragraph (7) or sub-paragraph (8) is served on the undertaker (or in the event of there being, in the opinion of the relevant highway authority, a danger to highway users, within such lesser period as the relevant highway authority may stipulate), the undertaker has failed to take the steps required by that notice, the relevant highway authority may carry out the steps required of the undertaker and may recover any expenditure incurred by the relevant highway authority in so doing, such sum to be payable within 30 days of demand.

Defects in local highways constructed by the undertaker

60.—(1) Until such time as a final certificate has been issued in respect of any specified works, the undertaker must make good any defects in the specified works constructed by the undertaker to the reasonable satisfaction of the relevant highway authority.

(2) The undertaker must submit to the relevant highway authority such details and information relating to making good any defects under sub-paragraph (1) as the relevant highway authority and the undertaker agree is reasonable in the circumstances.

Payments

61.—(1) The undertaker must pay to the relevant highway authority a sum equal to the whole of any costs and expenses which the relevant highway authority reasonably incurs (including costs and expenses for using internal or external staff and costs relating to any work which becomes abortive) in relation to the specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part of this Schedule, including—

(a) the checking and approval of the information and any advice given to the undertaker relating to the design, specification and programme of the specified works generally;

(b) the supervision of the specified works;

(c) the checking and approval of the information required to determine approvals under this Order;

(d) all reasonable legal, technical and administrative costs and disbursements incurred by the relevant highway authority in connection with sub-paragraphs (a)-(c); and

(e) any value added tax which is payable by the relevant highway authority in respect of such costs and expenses and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising "the costs".

(2) The undertaker must pay to the relevant highway authority upon demand and prior to such costs being incurred the total costs that the relevant highway authority reasonably believe will be properly and necessarily incurred by the relevant highway authority in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development.

(3) The relevant highway authority must provide the undertaker with a fully itemised schedule showing its estimate of the relevant highway authority costs prior to the commencement of the specified works and the undertaker must pay to the relevant highway authority the estimate of the costs attributable to the specified works prior to commencing the specified works and in any event prior to the relevant highway authority incurring any cost.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, the relevant highway authority reasonably believes that the costs will exceed the estimated costs it may give notice to the undertaker of the amount that it believes the costs will exceed the estimate ("the excess") and the undertaker must pay to the relevant highway authority within 28 days of the date of the notice a sum equal to the excess.

(5) The relevant highway authority must give the undertaker a final account of the costs referred to in sub-paragraph (1) to (4) above within 30 days of the issue of the provisional certificate issued pursuant to paragraph 62 (provisional certificate).

(6) Within 28 days of the issue of the final account—

(a) if the final account shows a further sum as due to the relevant highway authority the undertaker must pay to the relevant highway authority the sum shown due to it; and

(b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by the relevant highway authority, the relevant highway authority must refund the difference to the undertaker.

(7) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as

making the payment pay to the other party interest at 1% above the Bank of England base lending rate from time to time being in force for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

Provisional certificate

62.—(1) Subject to sub-paragraph (2), when the undertaker considers that the specified works have reached completion so that they are available for use by the public it must apply to the relevant highway authority for a provisional certificate and must allow the relevant highway authority the opportunity to inspect the specified works to identify any defects or incomplete works (and the undertaker must make good such defects pursuant to paragraph 60 (defects in local highways constructed by the undertaker).

(2) Following an application for a provisional certificate, the relevant highway authority must as soon as reasonably practicable—

(a) inspect the specified works; and

(b) provide the undertaker with a written list of any works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(3) When—

(a) a stage 3 road safety audit has been carried out in respect of the works in question and any recommended measures identified in the audit have been completed and approved by the relevant highway authority;

(b) the relevant highway authority has been provided an opportunity to inspect the specified works and the undertaker has completed any further works or measures required to address any safety deficiencies or defects identified as a result of the inspection to the reasonable satisfaction of the relevant highway authority; and

(c) the undertaker has paid the commuted sum to the relevant highway authority,

the relevant highway authority must promptly issue the provisional certificate to the undertaker.

(4) The undertaker must submit a stage 4 road safety audit as required by and in line with the timescales stipulated in the road safety audit standard.

(5) The undertaker must comply with the findings of the stage 4 road safety standard and must pay all reasonable costs of and incidental to such and provide updated as-built information to the relevant highway authority.

Maintenance

63.—(1) Notwithstanding article 12 (construction and maintenance of new, altered or diverted streets) of this Order, but subject to sub-paragraph (2), the undertaker must maintain the specified works throughout the maintenance period to a standard appropriate to their use by the public until the final certificate is issued in accordance with paragraph 64 (final certificate).

(2) Nothing in sub-paragraph (1) makes the undertaker responsible during the maintenance period for the maintenance of any highway, street works or maintenance works—

(a) undertaken by any person other than the undertaker; or

(b) which do not form part of the specified works.

Final certificate

64.—(1) No sooner than 12 months from the date of issue of the provisional certificate the undertaker must apply in writing to the relevant highway authority for a final certificate in respect of the specified works.

(2) Following receipt of the application for a final certificate, the relevant highway authority must as soon as is reasonably practicable—

(a) inspect the specified works; and

(b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the local highway network, or confirmation that no such works are required for this purpose.

(3) The undertaker must carry out such works notified to it pursuant to sub-paragraph (2).

(4) The relevant highway authority must promptly issue the final certificate to the undertaker once the relevant highway authority is reasonably satisfied in relation to the specified works that—

(a) any defects or damage arising from defects during the maintenance period and any defects notified to the undertaker pursuant to sub-paragraph (2) and any remedial works required as a result of the stage 4 road safety audit have been made good to the reasonable satisfaction of the relevant highway authority;

(b) the costs have been paid to the relevant highway authority in full;

(c) the undertaker has provided the relevant highway authority with a health and safety file in respect of the specified works to the relevant highway authority's reasonable satisfaction; and

(d) the undertaker has provided the relevant highway authority with such detailed design information as the relevant highway authority has requested (acting reasonably) in relation to the specified works as built.

(5) The issue of a final certificate by a relevant highway authority amounts to an acknowledgment by the relevant highway authority that the construction alteration or diversion (as the case may be) of a highway has been completed to its reasonable satisfaction for the purposes of article 12 (construction and maintenance of new, altered or diverted streets) of this Order.

(6) On the issue of the final certificate to the undertaker the bond is to be released in full.

Emergency work

65. Nothing in this Part of this Schedule prevents a relevant highway authority from carrying out any work or taking such action as deemed appropriate forthwith without prior notice to the undertaker in the event of an emergency or danger to the public.

Land interests

66. Following the issuing of the final certificate under paragraph 63 (maintenance) in respect of any part of a local highway, the undertaker must, if requested by the relevant highway authority, in respect of a local highway which is to be maintainable by the relevant highway authority following, and as a result of, the completion of those works either—

(a) execute and complete a transfer to the relevant highway authority at nil consideration of any land and rights which have been compulsorily acquired under this Order and which are necessary for the maintenance and operation of a local highway; or

(b) exercise article 24 (compulsory acquisition of land) and article 27 (compulsory acquisition of rights and imposition of restrictive covenants) of this Order to directly vest in the relevant highway authority land or rights which are necessary for the maintenance and operation of a local highway,

unless otherwise agreed between the undertaker and the relevant highway authority.

Commuted sums

67.—(1) The relevant highway authority must provide to the undertaker an estimate of the commuted sum, calculated in accordance with the relevant highway authority's published guidance or any successor guidance, prior to the commencement of the specified works.

(2) The undertaker must pay to the relevant highway authority the commuted sum prior to the issue of the provisional certificate.

Insurance

68. Prior to the commencement of specified works the undertaker must ensure that such public liability insurance in the minimum sum of £10,000,000 as the local highway authority may reasonably require for the specified works in question is in place with an insurer against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of specified works.

Indemnity

69.—(1) Subject to sub-paragraphs (2) and (3) the undertaker fully indemnifies the relevant highway authority from and against all costs, claims, expenses, damages, losses and liabilities suffered by the relevant highway authority arising from the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order within 14 days of demand.

(2) Sub-paragraph (1) does not apply to costs, claims, expenses, damages, losses and liabilities which were caused by or arose out of the negligence or default of the relevant highway authority or its officers, servants, agents or contractors or any person or body for whom it is responsible.

(3) If any person makes a claim or notifies an intention to make a claim against the relevant highway authority which may reasonably be considered likely to give rise to a liability under this paragraph then the relevant highway authority must—

(a) as soon as reasonably practicable give the undertaker reasonable notice of any such third party claim or demand, specifying the nature of the indemnity liability in reasonable detail; and

(b) not make any admission of liability, agreement or compromise in relation to the indemnity liability without first consulting the undertaker and considering their representations.

(4) The relevant highway authority 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 where it is within the relevant highway authority's reasonable gift and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of the relevant highway authority's control. The relevant highway authority must provide an explanation of how any claim has been mitigated or minimised or where mitigation or minimisation is not possible an explanation as to why, if reasonably requested to do so by the undertaker and only in relation to costs that are incurred which are within the relevant highway authority's direct control.

PART 7

FOR THE PROTECTION OF RAILWAY INTERESTS

Application

70. The provisions of this Part of this Schedule have effect for the protection of Network Rail Infrastructure Limited unless otherwise agreed in writing between the undertaker and Network Rail Infrastructure Limited.

Interpretation

71. In this Part of this Schedule—

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"the engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993(**a**);

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London, England SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159(**b**) (meaning of "subsidiary" etc) of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail and—

(a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

"regulatory consents" means any consent or approval required under—

(a) the Railways Act 1993;

(b) the network licence; and/or

(c) any other relevant statutory or regulatory provisions;

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development;

"specified work" means so much of any of the authorised development as is situated upon across, under, over or within 15 metres of, or may in any way adversely affect railway property and includes the maintenance of such works under the powers conferred by article 4 (maintenance of authorised development).

Approval of plans

72.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

(a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

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(**a**) 1993 c. 43. Section 8 was amended by section 216 of, and Part 1 of Schedule 2, paragraph 4 of Schedule 17 and Part IV of Schedule 31 to, the Transport Act 2000 (c. 38), by section 16(5) of, and paragraph 5 of Schedule 2 to, the Railways and Transport Safety Act 2003 (c. 20), by sections 1 and 60 of, and paragraph 3 of Schedule 1 and Part 1 of Schedule 13 to, the Railways Act 2005 (c. 14) and S.I. 2015/1682.

(**b**) 2006 c. 46.

(b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

73.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration (article 52).

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their approval or disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker, and if by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's reasonable opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

74.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 73(4) must, when commenced, be constructed—

(a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 73;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such a manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any direct loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

75. The undertaker must—

(a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

76. Network Rail must at all times afford reasonable facilities to the undertaker and the undertaker's agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as the undertaker may reasonably require with regard to such works or the method of constructing them.

77.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker reasonable notice which is no later than 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice including details of the reasonable cost of carrying out – and in the case of any permanent alterations or additions, maintaining, working and, when necessary, renewing – those alterations or additions in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the reasonable opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 73(3), pay to Network Rail all reasonable and proper expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 78(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

78. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

(a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 73(3) or in constructing any protective works under the provisions of paragraph 73(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;

(b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;

(c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it is reasonably necessary to appoint for

inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

(d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

(e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

79.—(1) In this paragraph—

"EMI" means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

"Network Rail's apparatus" means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail's apparatus carried out after approval of plans under paragraph 73(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)—

(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter where reasonably required must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 73(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 73(1) has effect subject to this sub-paragraph.

(6) Prior to the commencement of operation of the specified work the undertaker shall test the use of the specified work in a manner that shall first have been agreed with Network Rail and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the specified work causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to the Network Rail's apparatus.

(7) In the event of EMI having occurred—

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's works in the investigation of such EMI;

(b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and

(d) the undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

(a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and

(b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 74.

(9) For the purpose of paragraph 78(a) any modifications to Network Rail's apparatus under this paragraph is deemed to be protective works referred to in that paragraph.

(10) In relation to any dispute arising under this paragraph the reference in article 52 (arbitration) to the Institution of Civil Engineers is to be read as a reference to the Institution of Engineering and Technology.

80. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives reasonable notice to the undertaker informing it that the state of maintenance of any part of the specified work reasonably appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such reasonable notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

81. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

82. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that a minimum of 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

83.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 48 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the construction, maintenance or operation of a specified work or the failure thereof;

(b) by reason of any act or omission of the undertaker or of any person in the undertaker's employ or of the undertaker's contractors or others whilst engaged upon a specified work;

(c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from a specified work;

(d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from a specified work by the undertaker or any person in its employ or of its contractors or others; or

(e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of a specified work,

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision does not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

(a) give the undertaker reasonable written notice of any such claims or demands;

(b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker;

(c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands; and

(d) keep the undertaker informed in relation to the progress of any such claims and demands and pay due regard to the undertaker's reasonable representations in relation to them.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

"the relevant costs" means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

84. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 83 and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

85. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

86. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

(a) any railway property shown on the works and land plans and described in the book of reference;

(b) any lands, works or other property held in connection with any such railway property; and

(c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

87. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

88. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 8 (consent to transfer benefit of Order) of this Order, and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

(a) the nature of the application to be made;

(b) the specified works to which the application relates; and

(c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

89. The undertaker must no later than 28 days from the date that the plans and documents submitted to and certified by the Secretary of State in accordance with article 50 (certification of documents etc.) are certified by the Secretary of State in accordance with that article, provide a set of those plans and documents to Network Rail in a format specified by Network Rail.

90. In relation to any dispute arising under this Part of this Schedule (except for those disputes referred to in paragraph 79(10)) the provisions in article 52 (arbitration) are to apply.

SCHEDULE 9

Article 50

DOCUMENTS TO BE CERTIFIED

(1) *Document*	*(2)* *Document Reference*	*(3)* *Version*
Air Noise Management Plan – regulation 5(2)(o)	TR020001/APP/8.125	Revision 2
Airport Access Road and Luton DART Long Section Plans – Regulations 5(2)(o)	TR020001/APP/4.11	Issue 1
Airport Boundary Plans – Regulation 5(2)(q)	TR020001/APP/4.12	Revision 2
Book of Reference – Regulation 5(2)(d)	TR020001/APP/3.02	Revision 3
Bus and Coach Study	TR020001/APP/8.122	Revision 2
Crown Land Plans – Regulation 5(2)(n)	TR020001/APP/4.14	Revision 2
Design Principles – Regulation 5(2)(q)	TR020001/APP/7.09	Revision 4
Environmental Statement – Chapter 1 – Regulation 5(2)(a)	TR020001/APP/5.01	Issue 1
Environmental Statement – Chapter 2 – Regulation 5(2)(a)	TR020001/APP/5.01	Issue 1
Environmental Statement – Chapter 3 – Regulation 5(2)(a)	TR020001/APP/5.01	Revision 1
Environmental Statement – Chapter 4 – Regulation 5(2)(a)	TR020001/APP/5.01	Revision 3
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Environmental Statement – Chapter 6 – Regulation 5(2)(a)	TR020001/APP/5.01	Revision 1
Environmental Statement – Chapter 7 – Regulation 5(2)(a)	TR020001/APP/5.01	Revision 1
Environmental Statement – Chapter 8 – Regulation 5(2)(a)	TR020001/APP/5.01	Revision 1
Environmental Statement – Chapter 8: CONFIDENTIAL – Regulation 5(2)(a)	TR020001/APP/5.01	Issue 1
Environmental Statement – Chapter 9 – Regulation 5(2)(a)	TR020001/APP/5.01	Issue 1
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Environmental Statement – Chapter 20 – Regulation 5(2)(a)	TR020001/APP/5.03	Revision 2
Environmental Statement – Chapter 21 – Regulation 5(2)(a)	TR020001/APP/5.03	Revision 2
Environmental Statement – Chapters 21: CONFIDENTIAL – Regulation 5(2)(a)	TR020001/APP/5.01	Issue 1

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Environmental Statement – Appendix 1.1 – Regulation 5(2)(a)	TR020001/APP/5.05	Issue 1
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Environmental Statement – Appendix 6.6 – Regulation 5(2)(a)	TR020001/APP/5.02	Issue 1
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Environmental Statement – Appendix 8.1 Part B (CONFIDENTIAL)– Regulation 5(2)(a)	TR020001/APP/5.02	Issue 1

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Environmental Statement – Appendix 8.2 – Regulation 5(2)(a)	TR020001/APP/5.02	Revision 1
Environmental Statement – Appendix 8.2 (CONFIDENTIAL) – Regulation 5(2)(a)	TR020001/APP/5.02	Issue 1
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Environmental Statement – Figures 16.37-16.42 – Regulation 5(2)(a)	TR020001/APP/5.03	Revision 1
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Environmental Statement – Figures 16.101-16.104 – Regulation 5(2)(a)	TR020001/APP/5.03	Revision 1
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Environmental Statement – Figures 18.1-18.3 – Regulation 5(2)(a)	TR020001/APP/5.03	Revision 1
Environmental Statement – Figures 19.1-19.2 – Regulation 5(2)(a)	TR020001/APP/5.03	Issue 1
Environmental Statement – Figures 20.1-20.7 – Regulation 5(2)(a)	TR020001/APP/5.03	Revision 2
Environmental Statement – Figures 21.1-21.4 – Regulation 5(2)(a)	TR020001/APP/5.03	Issue 1
Mitigation Route Map – Regulation 5(2)(a)	TR020001/APP/5.09	Revision 1
Glint and Glare Assessment – Regulation 5(2)(a)	TR020001/APP/5.13	Revision 2
Framework Travel Plan – Regulation 5(2)(q)	TR020001/APP/7.13	Revision 2
Green Controlled Growth Framework – Regulation 5(2)(q)	TR020001/APP/7.08	Revision 6
Green Controlled Growth Framework – Appendix A – Regulation 5(2)(q)	TR020001/APP/7.08	Revision 6
Green Controlled Growth Framework – Appendix B – Regulation 5(2)(q)	TR020001/APP/7.08	Revision 5
Green Controlled Growth Framework – Appendix C – Regulation 5(2)(q)	TR020001/APP/7.08	Revision 4
Green Controlled Growth Framework – Appendix D – Regulation 5(2)(q)	TR020001/APP/7.08	Revision 4
Green Controlled Growth Framework – Appendix E – Regulation 5(2)(q)	TR020001/APP/7.08	Revision 2
Green Controlled Growth Framework – Appendix F – Regulation 5(2)(q)	TR020001/APP/7.08	Revision 3
Green Controlled Growth Framework Explanatory Note – Regulation 5(2)(q)	TR020001/APP/7.08	Revision 5
Land Plans – Regulations 5(2)(i)	TR020001/APP/4.03	Revision 2
Outline Ground Noise Management Plan – Regulation 5(2)(a)	TR020001/APP/8.46	Revision 1
Outline Transport Related Impacts Monitoring and Mitigation Approach – Regulation 5(2)(q)	TR020001/APP/7.02	Revision 4

(1) *Document*	*(2)* *Document Reference*	*(3)* *Version*
Scheme Layout Plans – Regulation 5(2)(q)	TR020001/APP/4.02	Revision 2
Special Category Land Plans –Regulation 5(2)(i)(iv)	TR020001/APP/4.10	Revision 1
Strategic Landscape Masterplan – Regulation 5(2)(o)	TR020001/APP/5.10	Issue 1
Streets, Rights of Way and Access Plans – Regulation 5(2)(k)	TR020001/APP/4.08	Revision 1
Sustainable Transport Fund	TR020001/APP/8.119	Revision 2
Works Plans – Regulation 5(2)(j) – Part 1 of 6	TR020001/APP/4.04	Revision 1
Works Plans – Regulation 5(2)(j) – Part 2 of 6	TR020001/APP/4.04	Revision 1
Works Plans – Regulation 5(2)(j) –Part 3 of 6	TR020001/APP/4.04	Revision 1
Works Plans – Regulation 5(2)(j) –Part 4 of 6	TR020001/APP/4.04	Revision 1
Works Plans – Regulation 5(2)(j) –Part 5 of 6	TR020001/APP/4.04	Revision 1
Works Plans – Regulation 5(2)(j) –Part 6 of 6	TR020001/APP/4.04	Revision 1

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises London Luton Airport Limited (referred to in this Order as the undertaker) to undertake works to redevelop Luton Airport in Luton, Bedfordshire and carry out all associated works.

The Order permits London Luton Airport Limited to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

The Order also includes provisions in connection with the maintenance and operation of the authorised development.

A copy of the documents referred to in Schedule 9 to this Order and certified in accordance with article 50 (certification of documents, etc.) of this Order may be inspected free of charge during normal working hours at Hart House Business Centre, Kimpton Road, Luton, LU2 0LA, or any other registered office that may exist at the time of such inspection.

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