STATUTORY INSTRUMENTS

2025 No. 870

INFRASTRUCTURE PLANNING

The Mona Offshore Wind Farm Order 2025

Made - - - - *4th July 2025*

Coming into force *28th July 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") for an Order granting development consent.

The application was examined by a panel of 5 members (appointed by the Secretary of State) in accordance with Part 6 of the 2008 Act and carried out in accordance with the Infrastructure Planning (Examination Procedure) Rules 2010**(b)**.

The panel, having considered the representations made and not withdrawn and the application together with the accompanying documents, in accordance with section 74(2) of the 2008 Act, has submitted a report and recommendation to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

The Secretary of State has considered the representations made and not withdrawn, and the report and recommendation of the panel, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017**(c)**, and, as national policy statements have effect in relation to the proposed development, has had regard to the documents and matters referred to in section 104(2) of the 2008 Act.

(**a**) 2008 c. 29. Section 37 was amended by section 128(2) and Schedule 13, Part 1, paragraphs 1 to 5 of the Localism Act 2011 (c. 20).
(**b**) S.I. 2010/103. This instrument was amended by S.I. 2012/635.
(**c**) S.I. 2017/572.

The Secretary of State is satisfied that the open space forming special category land specified in the land plan (onshore) and special category land plan (as defined in article 2 of this Order), when burdened with any new rights authorised to be compulsorily acquired under this Order, will be no less advantageous than it was before to the persons in whom it is vested, other persons, and the public, and that, accordingly, section 132(3) of the 2008 Act applies.

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

The Secretary of State, in exercise of the powers conferred by sections 114, 115, 120, 122, 123, 132, 140 and 149A and schedule 5 to the 2008 Act, makes the following Order:

PART 1

Preliminary

Citation and commencement

1. This Order may be cited as the Mona Offshore Wind Farm Order 2025 and comes into force on 28th July 2025.

Interpretation

2.—(1) Except for Schedule 14 (deemed marine licence), which is subject to the definitions in that Schedule, in this Order–

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

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

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

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

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

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

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

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

"2004 Act" means the Energy Act 2004(**i**);

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

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

"ancillary works" means the ancillary works described in Part 2 (ancillary works) of Schedule 1 and any other works authorised by this Order that are not development within the meaning of section 32 of the 2008 Act;

(**a**) 1961 c. 33.
(**b**) 1965 c. 56.
(**c**) 1980 c. 66.
(**d**) 1981 c. 66.
(**e**) 1989 c. 29.
(**f**) 1990 c. 8.
(**g**) 1991 c. 22.
(**h**) 2003 c. 21.
(**i**) 2004 c. 20. Section 105 was amended by section 69 of the Energy Act 2008 (c. 32).
(**j**) 2008 c. 29.
(**k**) 2009 c. 23.

"apparatus" has the same meaning as in section 105(1) of the 1991 Act;

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

"authorised project" means the authorised development and the ancillary works;

"bank holiday" means a bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971(**a**);

"book of reference" means the document certified as the book of reference by the Secretary of State under article 41 for the purposes of this Order;

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

"buoy" means any floating device used for navigational purposes or measurement purposes, including wave buoys, LiDAR and guard buoys;

"business day" means Monday to Friday excluding bank holidays and other public holidays;

"cable" means cables up to 400kV for the transmission of electricity and includes direct lay cables, cables laid in cable ducts or protective covers, and further includes fibre optic and other communications cables either within the cable or laid alongside;

"cable circuits" means a number of electrical conductors necessary to transmit electricity between two points within the authorised development comprising up to three electrical conductors, which may be attached together or take the form of single cables, and in either case the circuit may include one or more auxiliary cables for the purpose of control, monitoring, protection or general communications;

"cable crossings" means the crossing of existing cables and sub-sea cables, pipelines or other existing infrastructure by the cables authorised by this Order together with cable protection;

"cable ducts" means conduits for the installation of cables;

"cable protection" means measures to protect cables from physical damage including but not limited to concrete mattresses, with or without frond devices, and/or rock placement, the use of bagged solutions filled with grout or other materials;

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

"commence" means

(a) for the purposes of the requirements, the first carrying out of any activities in relation to the offshore works, save for non-intrusive pre-construction surveys, unexploded ordnance surveys and low order unexploded ordnance clearance;

(b) for any other purposes, the first carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project except for onshore site preparation works,

and the words "commenced" and "commencement" must be construed accordingly;

"commercial operation" means in relation to any part of the authorised project, the exportation, transmission or conversion, on a commercial basis, of electricity;

"commissioning" means the process of assuring that all systems and components of the authorised development are tested to verify that they function and are operable in accordance with the design objectives, specifications and operational requirements of the undertaker;

"deemed marine licence" means the marine licence set out in Schedule 14 (Marine Licence ORML2429G: Mona Offshore Wind Farm Generation Assets);

"design principles" means the document certified as the design principles by the Secretary of State under article 41 for the purposes of this Order;

"electronic transmission" means a communication transmitted—

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

(**a**) 1971 c. 80.

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

"environmental statement" means the document certified as the environmental statement by the Secretary of State under article 41 for the purposes of this Order including the documents listed in Table 6 of Schedule 15;

"foundation" means any one or more of: a multi-leg pin piled jacket foundation, multi-leg suction bucket jacket foundation, or gravity base foundation;

"gravity base" means a structure principally of steel, concrete, or steel and concrete with a base which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

"greenhouse gas reduction strategy" means the document certified as the greenhouse gas reduction strategy by the Secretary of State under article 41 for the purposes of this Order;

"highway" and "highway authority" have the same meaning as in the 1980 Act(**a**);

"HVAC" means high voltage alternating current;

"inter-array cables" means the cables linking the wind turbine generators to each other and to the offshore substation platforms;

"interconnector cables" means the cables linking the offshore substation platforms to each other;

"jacket foundation" means a steel jacket/lattice-type structure constructed principally of steel, fixed to the seabed with steel pin piles or steel suction buckets and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

"joint bay" means an excavation formed to enable the jointing of the cables;

"jointing" means a process by which two or more cables are connected to each other by means of cable joints within a joint bay;

"LAT" means lowest astronomical tide;

"land plan (onshore)" means the document certified as the land plan (onshore) by the Secretary of State under article 41 for the purposes of this Order;

"landscape enhancement scheme principles" means the document certified as the landscape enhancement scheme principles by the Secretary of State under article 41 for the purposes of this Order;

"LiDAR" means a light detection and ranging system used to measure weather and sea conditions;

"location plan" means the document certified as the location plan by the Secretary of State under article 41 for the purposes of this Order;

"maintain" includes works to:

(a) inspect, upkeep, repair, adjust or alter the authorised project;

(b) remove, reconstruct or replace any part of the offshore works in accordance with condition 10, Part 2 of Schedule 14; and

(c) remove, reconstruct or replace any part of the onshore works (excluding removal, reconstruction or replacement of whole buildings associated with the onshore substation),

provided that such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement; and any derivative of "maintain" is to be construed accordingly;

(**a**) "highway" is defined in section 328(1) for "highway authority" see section 1. Relevant amendments are as follows: section 1 was amended by sections 8 and 102 and Schedule 4, paragraph 1 and Schedule 17 of the Local Government Act 1985 (c. 51), by section 21 of the 1991 Act and by section 1(6) and Schedule 1, paragraph 2 of the Infrastructure Act 2015 (c. 7), by S.I. 2015/481, and by S.I. 1991/2288.

"MCA" means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

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

"mean low water springs" or "MLWS" means the lowest level that tides reach on average over a period of time;

"measures to minimise disturbance to marine mammals and rafting birds from transiting vessels" means the document certified as the measures to minimise disturbance to marine mammals and rafting birds from transiting vessels by the Secretary of State under article 41 for the purposes of this Order;

"National Grid Substation" means the substation at Bodelwyddan which is owned and operated by National Grid;

"NRW" means Natural Resources Body for Wales or any successor body to its functions;

"offshore in-principle monitoring plan" means the document certified as the offshore in-principle monitoring plan by the Secretary of State under article 41 for the purposes of this Order;

"offshore order limits and grid coordinates plan" means the document certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 41 for the purposes of this Order;

"offshore substation platform" means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad, containing—

(a) electrical equipment required to switch, transform or convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems;

(b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access, charging and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities and other associated equipment and facilities;

"offshore works" means Work Nos. 1 and 2 and any related further associated development in connection with those Works;

"onshore crossing schedule" means the document certified as the onshore crossing schedule by the Secretary of State under article 41 for the purposes of this Order;

"onshore site preparation works" means operations consisting of site clearance, demolition, early planting of landscaping works, archaeological investigations, environmental surveys, ecological mitigation, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, the diversion and laying of utilities and services, site security works, the erection of any temporary means of enclosure, the erection of temporary hard standing, the erection of welfare facilities, creation of site accesses and the temporary display of site notices or advertisements;

"onshore substation" means an HVAC substation compound sited at Bodelwyddan containing electrical equipment (including power transformers, gantries, switchgear, reactive compensation equipment, electrical protection equipment devices (disconnectors, circuit breakers), cooling, harmonic filters, cables and back-up generators), control buildings, lightning protection masts, communications masts, access including internal roads, fencing and other associated equipment, structures or buildings;

“onshore substation temporary construction compound” means a temporary construction compound and laydown area of up to 150,000 square metres needed to store equipment and materials and for site accommodation during the construction of the onshore substation;

“onshore works” means Work Nos. 3 to 38 inclusive and any related further associated development in connection with those Works;

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

“Order limits” means the limits shown on the works plan – onshore and works plan - offshore and intertidal within which the authorised project may be carried out;

“operation” means the undertaking of activities authorised by this Order which are not part of the construction, commissioning or decommissioning of the authorised development;

“outline code of construction practice” means the document certified as the outline code of construction practice by the Secretary of State under article 41 for the purposes of this Order including the annexes to the outline code of construction practice listed in Table 7 of Schedule 15;

“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 41 for the purposes of this Order;

“outline highways access management plan” means the document certified as the outline highways access management plan by the Secretary of State under article 41 for the purposes of this Order;

“outline landscape and ecology management plan” means the document certified as the outline landscape and ecology management plan by the Secretary of State under article 41 for the purposes of this Order;

“outline marine mammal mitigation protocol” means the document certified as the outline marine mammal mitigation protocol by the Secretary of State under article 41 for the purposes of this Order;

“outline offshore written scheme of investigation and protocol for archaeological discoveries” means the document certified as the outline offshore written scheme of investigation and protocol for archaeological discoveries by the Secretary of State under article 41 for the purposes of this Order;

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 41 for the purposes of this Order;

“outline onshore written scheme of investigation” means the document certified as the outline onshore written scheme of investigation by the Secretary of State under article 41 for the purposes of this Order;

“outline operation drainage management strategy” means the document certified as the outline operation drainage management strategy by the Secretary of State under article 41 for the purposes of this Order;

“outline skills and employment plan” means the document certified as the outline skills and employment plan by the Secretary of State under article 41 for the purposes of this Order;

“outline underwater sound management strategy” means the document certified as the outline underwater sound management strategy by the Secretary of State under article 41 for the purposes of this Order;

“outline vessel traffic management plan” means the document certified as the outline vessel traffic management plan by the Secretary of State under article 41 for the purposes of this Order;

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

"platform" means an offshore structure housing or incorporating electrical equipment such as switchgear and transformers and high voltage reactive controls, electrical systems such as metering and control systems, J-tubes, landing facilities for vessels and helicopters, re-fuelling facilities, vessel charging facilities, communication and control systems, auxiliary and uninterruptible power supplies, energy storage systems, standby electricity generation equipment, cranes, storage for waste and consumables including fuel, marking and lighting and other associated equipment and facilities;

"primary temporary construction compound" means a temporary construction compound and laydown area of up to 22,500 square metres needed to store equipment and materials and for site accommodation during the construction of the authorised project;

"relevant planning authority" means in any given provision of this Order (including the requirements), the local planning authority—

(a) for the area of land to which the provision relates is situated; and

(b) with the relevant legislative competence under the 1990 Act for the matter to which that provision relates;

"requirements" means those matters set out in Schedule 2 (Requirements) to this Order;

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

"secondary temporary construction compound" means one of up to four temporary construction compounds and laydown areas each of up to 15,000 square metres needed to store equipment and materials and for site accommodation during the construction of the authorised project;

"special category land plan" means the document certified as the special category land plan by the Secretary of State under article 41 for the purposes of this Order;

"statutory undertaker" means any person falling within section 127(8) of the 2008 Act and a public communications provider as defined in section 151 of the 2003 Act;

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

"street authority", in relation to a street, has the same meaning as in Part 3 of the 1991 Act(**b**);

"street works and access to works plan" means the document certified as the street works and access to works plan by the Secretary of State under article 41 (certification of plans, etc.) for the purposes of this Order;

"suction bucket" means a tubular steel structure which partially or fully penetrates the seabed and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

"temporary closure of public rights of way plan" means the document certified as the temporary stopping up of public rights of way plan by the Secretary of State under article 41 for the purposes of this Order;

"transition joint bay temporary construction compound" means a temporary construction compound and laydown area of up to 15,000 square metres needed to store equipment and materials during and for site accommodation the construction of the transition joint bays for the authorised project;

"tree and hedgerow plan" means the document certified as the tree and hedgerow plan by the Secretary of State under article 41 for the purposes of this Order;

(**a**) Section 48 was amended by sections 124 and 134 of the Local Transport Act 2008 (c. 26).

(**b**) "Street authority" is defined in section 49, which was amended by section 57(1) and paragraph 117 of Schedule 1 to the Infrastructure Act 2015, and S.I. 2015/481.

"trenchless installation techniques" means the installation of electrical circuits and/or cables by means of boring techniques for installing cable ducts including horizontal directional drilling, pipe jacking/horizontal auger boring and micro-boring;

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

"UKHO" means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

"undertaker" means Mona Offshore Wind Limited (company registration number 13497266) whose registered office address is Chertsey Road, Sunbury on Thames, Middlesex, United Kingdom, TW16 7BP;

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

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

"works plan – offshore and intertidal" means the document certified as the works plan – offshore and intertidal by the Secretary of State under article 41 for the purposes of this Order; and

"works plan - onshore" means the document certified as the works plan - onshore by the Secretary of State under article 41 for the purposes of this Order.

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

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

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

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

PART 2

Principal Powers

Development consent etc. granted by the Order

3.—(1) Subject to the provisions of this Order and to the requirements the undertaker is granted—

(a) development consent for the authorised development; and

(b) consent for the ancillary works;

to be carried out within the Order limits.

(2) Subject to the requirements, the offshore works must be constructed within the Order limits seaward of MLW and the onshore works must be constructed within the Order limits landward of MLW.

Operation of generating station

4.—(1) The undertaker is authorised to use and operate the authorised project for which development consent is granted by this Order.

(2) Paragraph (1) does not relieve the undertaker of any requirement to obtain any permit or licence under any legislation that may be required from time to time to authorise the operation of the authorised project.

Deemed marine licence under the 2009 Act

5. The marine licence set out in Schedule 14 is deemed to have been granted to the undertaker under Part 4 (marine licensing) of the 2009 Act for the licensed marine activities specified in Part 1 of the marine licence and subject to the conditions specified in Part 2 of the marine licence.

Power to maintain the authorised project

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

(2) Paragraph (1) does not relieve the undertaker of any requirement to obtain any further licence under Part 4 (marine licensing) of the 2009 Act for the licensable marine activities not covered by the deemed marine licence.

Benefit of the Order

7.—(1) Subject to this article, the provisions of this Order have effect solely for the benefit of the undertaker.

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

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

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

except where paragraph (6) applies, in which case no consent of the Secretary of State is required.

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

(a) where an agreement has been made in accordance with paragraph (2)(a), transfer to the transferee the whole of the deemed marine licence and such related statutory rights as may be agreed between the undertaker and the transferee; and

(b) where an agreement has been made in accordance with paragraph (2)(b), grant to the lessee for the duration mentioned in paragraph (2)(b), the whole of the deemed marine licence and such related statutory rights as may be so agreed,

(4) The Secretary of State must consult NRW before giving consent to the transfer or grant to another person of the benefit of the deemed marine licence under paragraph (3).

(5) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit, under paragraphs (2) or (3)—

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

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

(c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraphs (2) or (3) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(6) No consent of the Secretary of State is required where—

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

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

(i) no such claims have been made;

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

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

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

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

(7) Where an agreement has been made in accordance with paragraph (2) or (3), references in this Order to the undertaker, except in paragraph (5) will include references to the transferee or lessee in accordance with that agreement.

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

(9) A notice required under paragraph (8) must—

(a) state—

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

(ii) the date on which the transfer will take effect;

(iii) the provisions to be transferred or granted;

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

(v) where paragraph (6) does not apply, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land;

(b) be accompanied by—

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

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

(**a**) Section 6 was amended by sections 89, 136, 198, 143, and 145, Part 1 of Schedule 23 and paragraphs 3 and 5 of Schedule 19 to the Energy Act 2004 (c. 20), sections 72 and 121 and Schedule 1 to the Energy Act 2011 (c. 16), sections 166, 186, 334 and 205 to the Energy Act 2023 (c. 52), S.I. 2012/2400 and S.I. 2011/2704. There are other amendments to section 6 which are not relevant to the Order.

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

(11) Sections 72(7) and (8) of the 2009 Act do not apply to a transfer or grant of the benefit of the provisions of the deemed marine licence to another person by the undertaker pursuant to an agreement under this article.

Application and modification of legislative provisions

8. The following enactments do not apply in relation to the construction of any work or the carrying out of any operation for the purpose of or in connection with, the construction or maintenance of the authorised project or any maintenance of any part of the authorised project—

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

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

(c) sections 23 (prohibition on obstructions etc. in watercourses) and 30 (authorisation of drainage works in connection with a ditch) of the Land Drainage Act 1991(**c**); and

(d) the provisions of the Neighbourhood Planning Act 2017(**d**) in so far as they relate to the temporary possession of land under articles 28 (temporary use of land for carrying out the authorised project) and 29 (temporary use of land for maintaining the authorised project) of this Order.

Defence to proceedings in respect of statutory nuisance

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

(a) relates to premises used by the undertaker for the purposes of or in connection with the construction, maintenance or decommissioning of the authorised project and is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction sites), or a consent given under section 61 (prior consent for work on construction sites), of the Control of Pollution Act 1974(**f**) or is a consequence of the construction, maintenance or decommissioning of the authorised project and cannot reasonably be avoided; or

(b) is a consequence of the use of the authorised project and cannot reasonably be avoided.

(**a**) 1991 c. 57. Paragraph 5 was amended by section 100(1) and (2) of the Natural Environment and Rural Communities Act 2006 (c. 16), section 84 of, and paragraph 3 of Schedule 11 to, the Marine and Coastal Access Act 2009 (c. 23), paragraph 49 of Schedule 2 to the Flood and Water Management Act 2010 (c. 29), paragraph 32 of Schedule 10 to the Fisheries Act 2020 and S.I. 2013/755. Paragraph 6 was amended by paragraph 26 of Schedule 15 to the Environment Act 1995 (c. 25), section 224 of, and paragraphs 20 and 24 of Schedule 16, and Part 5(B) of Schedule 22, to, the Marine and Coastal Access Act 2009 and S.I. 2013/755. Paragraph 6A was inserted by section 103(3) of the Environment Act 1995.

(**b**) 1991 c. 59. As substituted by section 49 of, and paragraph 38 of Schedule 2 to the Flood and Water Management Act 2010 (c. 29), section 22(2) and paragraph 14 of schedule 2 to the Local Government Byelaws (Wales) Act 2012 (2012 anaw 2) and section 86 (3) of the Water Act 2014 (c. 21).

(**c**) 1991 c. 59. Section 23 has been amended by paragraph 32 of Schedule 2 to the Flood and Water Management Act 2010, section 120 of and paragraph 192 of Schedule 22 to the Environment Act 1995 and paragraph 322 of Schedule 2 to the Natural Resources Body for Wales (Functions) Order 2013 (No.755); section 30 has been amended by S.I. 2013/1036.

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

(**e**) 1990 c. 43. Relevant amendments are as follows: section 82 was amended by section 107 and Schedule 17 paragraph 6 of the Environment Act 1995 (c. 25) and section 5(2) of the Noise and Statutory Nuisance Act 1993 (c. 40), and section 79 was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act 2005 (c. 16), by section 2 of the Noise and Statutory Nuisance Act 1993 and by section 120 and Schedule 22 paragraph 89 of the Environment Act 2005.

(**f**) 1974 c. 40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), paragraph 15 of Schedule 15 to the Environmental Protection Act 1990 and Schedule 24 to the Environment Act 1995. There are other amendments to the 1974 Act which are not relevant to the Order.

(2) Section 61(9) (consent for work on construction site) of the Control of Pollution Act 1974(**a**) 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, maintenance or decommissioning of the authorised project.

PART 3

Streets

Street works

10.—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in Schedule 3 (streets subject to street works) as is 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) remove or use all earth and materials in on or under the street;

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

(e) maintain apparatus within or under the street or change its position; and

(f) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (e).

(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(**b**).

Application of the 1991 Act

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

(a) the carrying out of works under article 10 (street works); and

(b) the temporary closure, temporary alteration or temporary diversion of a street by the undertaker under article 12 (temporary restriction of use of streets);

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

(2) The provisions of the 1991 Act(**c**) are—

(a) subject to paragraph (3), section 55 (notice of starting date of works);

(b) section 57 (notice of emergency works);

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

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

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

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

(g) section 77 (liability for cost of use of alternative route); and

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(**a**) 1974 c. 40. Section 61 was amended by Schedule 7 to the Building Act 1984 (c. 55), paragraph 15 of Schedule 3 to the Environmental Protection Act 1990 and Schedule 24 to the Environment Act 1995.

(**b**) Section 48 is amended by sections 124 and 134 of the Local Transport Act 2008 (c. 26), and section 51 was amended by sections 40 and 99 and Schedule 1 to the Traffic Management Act 2004 (c. 18).

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

(h) all provisions of that Act that apply for the purposes of the provisions referred to in sub-paragraphs (a) to (g).

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

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

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

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

(c) section 58(f) (restriction on works following substantial road works);

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

(e) section 61(protected streets); and

(f) schedule 3A(h) (restriction on works following substantial street works).

Temporary restriction of use of streets

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

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

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

(2) Without limiting paragraph (1), the undertaker may use any street temporarily closed under the powers conferred by this article 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 closure, alteration or diversion of a street under this article if there would otherwise be no such access.

(4) Without limiting paragraph (1), the undertaker may temporarily close, alter or divert the streets specified in Schedule 4 (streets to be temporarily closed or restricted) to the extent specified in column (2), by reference to the numbers shown on the street works and access to works plan.

(5) The undertaker must not temporarily close, alter, divert, or use as a temporary working site—

(a) any street referred to in paragraph (4) without first consulting the street authority; and

(b) any other street without the consent of the street authority, which may attach reasonable conditions to the consent.

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

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

Temporary closure of public rights of way

13.—(1) The undertaker may in connection with the carrying out of the authorised project, temporarily close , restrict or divert each of the public rights of way specified in column (1) of Schedule 5 (public rights of way to be temporarily closed or restricted) to the extent specified in column (2), by reference to the numbers and letters shown on the temporary closure of public rights of way plan.

(2) The public rights of way specified in Schedule 5 (public rights of way to be temporarily closed or restricted) may not be temporarily closed, restricted or diverted under this article unless a diversion for the closed section of that right of way, is first provided by the undertaker to the

standard defined in the public rights of way management strategy forming part of the code of construction practice to be approved in accordance with the requirements set out in Schedule 2, to the reasonable satisfaction of the relevant planning authority.

(3) The relevant diversion route provided under paragraph (2) will be subsequently maintained by the undertaker until the re-opening of the relevant right of way specified in paragraph (1).

Access to works

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

(a) form and lay out and maintain means of access, or improve or maintain existing means of access for the purposes of the authorised project in the locations specified in Schedule 6 (access to works) and shown on the street works and access to works plan; and

(b) with the approval of the relevant planning authority after consultation with the relevant highway authority in accordance with requirement 10 (highway accesses) of Schedule 2 (Requirements), form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised project.

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

Agreements with street authorities

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

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

(b) the carrying out in the street of any of the works referred to in article 10 (street works).

(2) Such an agreement may, without limiting paragraph (1)—

(a) provide for the street authority to carry out any function under this Order that 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 otherwise as the parties consider appropriate.

PART 4

Supplemental powers

Discharge of water

16.—(1) Subject to paragraphs (3) and (4) and Part 5 of this Order below the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may inspect, lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

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

(**a**) 1991 c. 56. Section 106 was amended by sections 43(2) and 35(8)(a) and paragraph 1 of Schedule 2 to the Competition and Service (Utilities) Act 1992 (c. 43) and sections 99(2), (4), (5)(a), (5)(b) and (5)(c) of the Water Act 2003 (c. 37) and Schedule 3, paragraph 16(1) of the Flood and Water Management Act 2010 (c. 29).

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

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

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

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

(5) The undertaker must not, in carrying out or maintaining works pursuant to this article, damage or interfere with the bed or banks of, or construct any works in, under, over or within eight metres of, any watercourse forming part of a main river, or within 16 metres of a tidally influenced main river without the prior written consent of NRW.

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

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

(8) In this article—

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

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

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

Authority to survey and investigate the land

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

(a) survey or investigate the land;

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

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

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

(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. If the undertaker proposes to do any of the following, the notice must include details of what is proposed—

(a) boring or excavating;

(b) leaving apparatus on the land; and

(**a**) S.I. 2016/1154.

(c) taking samples.

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

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

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

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

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

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

but such consent must not be unreasonably withheld or delayed

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

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

(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 is deemed to have granted consent.

(7) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act(**a**) applies to the entry onto or possession 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.

Protective work to buildings

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

(2) Protective works may be carried out—

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

(b) after the completion of that part of the authorised project in the vicinity of the building at any time up to the end of the period of five years beginning with the day on which that part of the authorised project is first brought into commercial operation.

(3) For the purpose of determining how the powers 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.

(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 that is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

(**a**) Section 13 has been amended by section 139 and Schedules 13 and 23 to the Tribunals, Courts and Enforcement Act 2007 (c. 15).

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

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

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

(d) a power under sub-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 the power and, in a case falling within sub-paragraphs (a), (c) or (d), the notice must specify the protective works proposed to be carried out.

(6) Where a notice is served under sub-paragraphs (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 ten days beginning with the day on which the notice was served, require the question of whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 45 (arbitration).

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

(8) Where—

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

(b) within the period of five years beginning with the day on which the part of the authorised project carried out in the vicinity of the building is first brought into commercial operation it appears that the protective works are inadequate to protect the building against damage caused by the carrying out or use of that part of the authorised project;

the undertaker 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 (compensation in case where no right to claim in nuisance) of the 2008 Act.

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

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

(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 that may be caused to the building by the carrying out, maintenance or use of the authorised project; and

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

PART 5

Powers of acquisition

Compulsory acquisition of land

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

(**a**) Section 125 is amended by section 216 and paragraph 17 of Schedule 16 to the Housing and Planning Act 2016.

(2) This article is subject to:

(a) article 20 (time limit for exercise of authority to acquire land compulsorily);

(b) article 21 (compulsory acquisition of rights);

(c) article 25 (acquisition of subsoil only);

(d) article 27 (rights under or over streets);

(e) article 28 (temporary use of land for carrying out the authorised project)

(f) article 38 (crown rights); and

(g) article 39 (protective provisions).

Time limit for exercise of authority to acquire land compulsorily

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

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

(b) no declaration may be executed under section 4 (execution of declaration)(**a**) of the 1981 Act as applied by article 24 (application of the 1981 Act)

in relation to any part of the Order land.

(2) The authority conferred by article 28 (temporary use of land for carrying out the authorised project) 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.

Compulsory acquisition of rights

21.—(1) The undertaker may acquire such rights over the Order land, by creating them as well as acquiring rights already in existence, or impose restrictions affecting the land as may be required for any purpose for which that land may be acquired under article 19 (compulsory acquisition of land).

(2) Subject to article 23 (private rights) and article 30 (statutory undertakers) in the case of the Order land specified in column (1) of Schedule 8 (land in which only new rights etc. may be acquired) the powers of compulsory acquisition conferred by this Order are limited to the acquisition of new rights in the land or the imposition of restrictions for the purpose specified in relation to that land in column (2) of that Schedule and as described in the book of reference.

(3) Subject to section 8 (other provisions as to divided land) of and Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act(**b**) (as substituted by paragraph 5(8) of Schedule 9 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictions)), where the undertaker acquires a right over the Order land or imposes a restriction under this article, the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 9 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of new restrictions) 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 Order of a right over land by the creation of a new right or the imposition of a restriction.

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

(**b**) Section 8 was amended by section 216 of and paragraph 2 of Schedule 17 to the Housing and Planning Act 2016 and S.I. 2009/1307 and Schedule 2A was amended by section 216 of and paragraph 3 of Schedule 17 to the Housing and Planning Act 2016.

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

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

Compulsory acquisition of land: minerals

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

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

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

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

Private rights

23.—(1) Subject to the provisions of this article, all private rights or restrictions over land subject to compulsory acquisition under article 19 (compulsory acquisition of land) cease to have effect in so far as their continuance would be inconsistent with the exercise of the powers under article 19—

(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) (powers of entry) of the 1965 Act(**b**)

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights or restrictions over land subject to the compulsory acquisition of rights or the imposition of restrictions under article 21 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restriction—

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

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

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights or restrictions over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

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

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

(**b**) Section 11(1) was amended by section 186 of the Housing and Planning Act 2016, paragraph 14 of Schedule 4 to the Acquisition of Land Act 1981 and S.I. 2006/2.

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

(5) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act(**a**) or article 30 (statutory undertakers) applies.

(6) Paragraphs (1) to (3) have effect subject to—

(a) any notice given by the undertaker before—

(i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictions over or 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 or restriction specified in the notice; or

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

(7) If an agreement referred to in paragraph (6)(b)—

(a) is made with a person in or to whom the right or restriction in question is vested, belongs or benefits; 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.

(8) Reference in this article to private rights over land includes 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.

Application of the 1981 Act

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

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

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

"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) Omit section 5 (earliest date for execution of declaration).

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

(6) In section 5B(1) (extension of time limit during challenge) for "section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the applicable period for the purposes of section 5A" substitute "section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent) the five year period mentioned in article 20 (time limit for exercise of authority to acquire land compulsorily) of the Mona Offshore Wind Farm Order 2025".

(7) In section 6 (notices after execution of declaration) in sub-section (1)(b) for "section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981" substitute—

"on every other person who has given information to the acquiring authority with respect to any of that land further to the invitation published and served under section 134 of the Planning Act 2008,".

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

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

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

> "But see article 25 (acquisition of subsoil only) of the Mona Offshore Wind Farm Order 2025 which excludes the acquisition of subsoil from this Schedule".

(10) References to the 1965 Act in the 1981 Act are to be constructed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act and as modified by article 26 (modification of Part 1 of the 1965 Act) to the compulsory acquisition of the land under this Order.

Acquisition of subsoil only

25.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 19 (compulsory acquisition of land) and paragraph (1) of article 21 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

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

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

(a) Schedule 2A to the 1965 Act (as modified by article 26 (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) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

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

Modification of Part 1 of the 1965 Act

26.—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as set out in paragraphs (2) to (5).

(2) In section 4A(1) (extension of time limit during challenge)(a) for "section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the applicable period for the purposes of section 4" substitute "section 118 (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008, the five year period mentioned in article 20 (time limit for exercise of authority to acquire land compulsorily) of the Mona Wind Farm Order 2025".

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

(a) in sub-section (1)(a), after "land" insert "under that provision";

(b) in sub-section (2), after "land" insert "under that provision".

(4) In section 22(2) (interests omitted from purchase), for "section 4 of this Act" substitute "article 20 (time limit for exercise of authority to acquire land compulsorily) of the Mona Offshore Wind Farm Order 2025".

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

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

"But see article 25(3) (acquisition of subsoil only) of the Mona Offshore Wind Farm Order 2025 which excludes the acquisition of subsoil only from this Schedule"; and

(b) at the end insert—

"Part 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 18 (protective work to buildings), article 28 (temporary use of land for carrying out the authorised project) or article 29 (temporary use of land for maintaining the authorised project) of the Mona Offshore Wind Farm Order 2025".

Rights under or over streets

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

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

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

(a) any subway or underground building; or

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

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, 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 project

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

(a) enter on and take temporary possession of—

(i) the land specified in column (1) of Schedule 7 (land of which only 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 project 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, agricultural plant and apparatus, drainage, fences, debris and vegetation from that land;

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

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

(e) construct any permanent works, or use the land, as specified in column (3) of Schedule 7 (land of which only temporary possession may be taken);

(f) construct such works as are mentioned in Part 1 (authorised development) of Schedule 1 (authorised project); and

(g) carry out mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 2.

(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, remain in possession of the land under this article for longer than is reasonably necessary and in any event, without the agreement of the owners of the land, remain in possession of any land under this article—

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

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

(4) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, before giving up possession of land of which temporary possession has been taken 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 any building, structure, drain or electric line removed under this article;

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

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

(d) restore the land on which any permanent works (including ground strengthening works) have been constructed under paragraph (1)(e) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 2; or

(e) remove any fencing or boundary treatments installed by the undertaker under this article to replace or enhance existing fencing or boundary treatments;

(f) remove any mitigation works required pursuant to the requirements in Schedule 2 (requirements);

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

(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 powers conferred by 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 under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) Nothing in this article affects any liability to pay compensation under section 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 carrying out of the authorised project, other than loss or damage for which compensation is payable under paragraph (5).

(8) The undertaker may not compulsorily acquire any land or rights, including new rights or restrictions, over the land referred to in paragraph (1)(a)(i) of this Order.

(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(**a**) (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.

(11) Paragraph (1)(a)(ii) does not authorise the undertaker to take temporary possession of any land which the undertaker is not authorised to acquire under article 19 (compulsory acquisition of land) or article 21 (compulsory acquisition of rights).

Temporary use of land for maintaining the authorised project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory

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(**a**) Section 13 was amended by Tribunals Courts and Enforcement Act 2007 (c. 15).

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

(11) In this article "the maintenance period", in relation to any part of the authorised project means the period of five years beginning with the date on which the authorised development is brought into commercial operation.

Statutory undertakers

30. Subject to the provisions of Schedule 10 (protective provisions) the undertaker may—

(a) acquire compulsorily, or acquire new rights or impose restrictions over, the land belonging to statutory undertakers shown on the land plan (onshore) and described in the book of reference; and

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

Recovery of costs of new connections

31.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 30 (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 30 (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 Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this paragraph—

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

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

Funding

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

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

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

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

(2) The provisions are—

(a) article 19 (compulsory acquisition of land);

(b) article 21 (compulsory acquisition of rights);

(c) article 23 (private rights);

(d) article 25 (acquisition of subsoil only);

(e) article 27 (rights under or over streets);

(f) article 28 (temporary use of land for carrying out the authorised project);

(g) article 29 (temporary use of land for maintaining the authorised project);

(h) article 30 (statutory undertakers); and

(i) article 31 (recovery of costs of new connections).

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

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

(5) Nothing in this article requires a guarantee or alternative form of security to be put in place by the undertaker where—

(a) the undertaker provides the Secretary of State with financial information sufficient to demonstrate that it has appropriate funding in place without a guarantee or alternative form of security to meet any liability to pay compensation under this Order in respect of the exercise of the relevant powers in paragraph (1); and

(b) The Secretary of State provides written confirmation that no such guarantee is required, such written confirmation not to be unreasonably withheld.

PART 6

Miscellaneous and general

Application of landlord and tenant law

33.—(1) This article applies to:

(a) any agreement for leasing to any person of the whole or any part of the authorised project 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 project, or any part of it,

so far as the agreement relates to the terms on which any land that 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 is to apply in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

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

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

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

Felling or lopping of trees and removal of hedgerows

34.—(1) Subject to article 35 (trees subject to tree preservation orders) the undertaker may fell or lop, or cut back the roots of, any tree or shrub within, or overhanging, the land within the Order limits or any tree or shrub near any part of the authorised project if the undertaker reasonably believes it to be necessary to do so to prevent the tree or shrub—

(a) from obstructing or interfering with the onshore site preparation works, the construction, maintenance, operation or decommissioning of the authorised project or any apparatus used in connection with the authorised project; or

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

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

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

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

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

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

(a) remove any hedgerow within the Order limits or specified in Schedule 11, Part 1 (removal of hedgerows) that may be required to be removed for the purposes of carrying out the authorised project; and

(b) remove the important hedgerows within the Order limits and specified in Schedule 11 Part 2 (removal of important hedgerows).

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

Trees subject to tree preservation orders

35.—(1) Subject to paragraph (2), the undertaker must not fell or lop or cut back the roots of any tree which is the subject of a tree preservation order.

(2) The undertaker may fell or lop, or cut back the roots of, any tree within, or overhanging, the land within the Order limits or any tree near any part of the authorised project that is subject to a tree preservation order which was made after 21 February 2024 if it reasonably believes it to be necessary in order to do so in order to prevent the tree—

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

(b) from constituting an unacceptable source of danger.

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

(a) the undertaker must not cause unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and

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

(4) The authority given by paragraph (2) constitutes a deemed consent under the relevant tree preservation order.

(**a**) S.I. 1997/1160.

(5) Any dispute as to a person's entitlement to compensation under paragraph (23), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) In this article, "tree preservation order" has the same meaning as in section 198 (power to make tree preservation orders) of the 1990 Act.

Abatement of works abandoned or decayed

36. Where any of the offshore works or any part of them is abandoned or allowed to fall into decay, the Secretary of State may, following consultation with the undertaker, issue a written notice requiring the undertaker at its own expense either to repair, make safe and restore one or any of those works, or remove the offshore works or any relevant part, without prejudice to any notice served under section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act(**a**). The notice may also require the restoration of the site of the relevant part(s) of the offshore works.

Saving provisions for Trinity House

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

Crown rights

38.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any licensee or lessee to use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary) belonging to —

(a) 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) 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) 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.

(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.

Protective provisions

39. Schedule 10 (protective provisions) has effect.

Operational land for the purposes of the 1990 Act

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

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

Certification of plans and documents, etc.

41.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of all of the documents listed in Schedule 15 for certification that they are true copies of the documents referred to in this Order.

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

Service of notices

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

(a) by post;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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.

No double recovery

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

Requirements, appeals, etc.

44. Schedule 12 (approval of matters specified in requirements) has effect in relation to all agreements or approvals granted, refused or withheld in relation to the requirements.

Arbitration

45.—(1) Subject to article 37 (saving provisions for Trinity House), any difference under any provision of this Order, unless otherwise provided for, is to be referred to and settled in arbitration in accordance with the rules at Schedule 13 (arbitration rules) of this Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

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

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

David Wagstaff
Deputy Director for Energy Infrastructure Planning
Department for Energy Security and Net Zero

4th July 2025

SCHEDULE 1

Article 2

Authorised Project

PART 1

Authorised Development

1. A nationally significant infrastructure project as defined in sections 14 (nationally significant infrastructure projects: general) and 15 (generating stations) of the 2008 Act located in the Irish Sea approximately 28 kilometres from the coast of North Wales being an offshore wind generating station with an electrical output capacity of over 350 megawatts comprising—

Work No. 1:

(a) up to 96 wind turbine generators each fixed to the seabed by a foundation and further comprising (b) to (d) below;

(b) a network of subsea inter-array cables between the wind turbine generators and the offshore substation platforms including cable crossings and cable protection;

(c) up to four offshore substation platforms each fixed to the seabed by a foundation; and

(d) a network of subsea interconnector cables between the offshore substation platforms including cable crossings and cable protection;

and associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act comprising—

Work No. 2: installation of up to four subsea export cable circuits between Work No. 1 and Work No. 3 including cable crossings, cable protection, trenchless installation technique works including the creation of entry and exit pits for trenchless installation techniques; and

Work No. 1 and Work No. 2 are to be constructed seaward of MLW within the area delineated by the coordinates shown on the offshore order limits and grid coordinates plan and listed in Table 1 below—

Table 1

Point	*Latitude*	*Longitude*
1	53.6363894	-4.0563946
2	53.7088426	-4.0581057
3	53.7804251	-4.0602816
4	53.7909267	-4.0573473
5	53.7909295	-4.0573466
6	53.8087168	-4.0364299
7	53.8074112	-3.9392126
8	53.7607763	-3.8626603
9	53.7607757	-3.8626596
10	53.7384537	-3.8261066
11	53.6900718	-3.8251539
12	53.6513598	-3.8014256
13	53.6102634	-3.8006428
14	53.6058149	-3.8025619
15	53.5990397	-3.8095467
16	53.5004706	-3.9108673
17	53.4458974	-3.9258328
18	53.3948855	-3.8564200
19	53.3202913	-3.6315393
20	53.3174702	-3.6230750
21	53.3172236	-3.6228565
22	53.3170217	-3.6226858
23	53.3166065	-3.6223822
24	53.3163434	-3.6221730
25	53.3161162	-3.6219683
26	53.3159454	-3.6217932
27	53.3157848	-3.6216136
28	53.3156659	-3.6214820
29	53.3154218	-3.6212236
30	53.3151518	-3.6209246
31	53.3149476	-3.6206903

32	53.3147521	-3.6204728
33	53.3145857	-3.6202996
34	53.3144268	-3.6201277
35	53.3142529	-3.6199200
36	53.3139350	-3.6195024
37	53.3138102	-3.6193355
38	53.3136915	-3.6191664
39	53.3135622	-3.6189612
40	53.3133591	-3.6186134
41	53.3131893	-3.6183491
42	53.3130583	-3.6181527
43	53.3129250	-3.6179448
44	53.3128037	-3.6177437
45	53.3126452	-3.6174833
46	53.3123983	-3.6170686
47	53.3121812	-3.6166814
48	53.3120780	-3.6164857
49	53.3119761	-3.6162768
50	53.3116918	-3.6156346
51	53.3115208	-3.6152303
52	53.3114548	-3.6150877
53	53.3113173	-3.6147851
54	53.3112142	-3.6145449
55	53.3109171	-3.6138218
56	53.3107920	-3.6134873
57	53.3107231	-3.6133155
58	53.3106127	-3.6130652
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565	53.2934742	-3.6228476
566	53.2934783	-3.6231418
567	53.2934796	-3.6233129
568	53.2934798	-3.6234269
569	53.2934761	-3.6236984
570	53.2934709	-3.6240133
571	53.2934641	-3.6244481
572	53.2934599	-3.6247581
573	53.2934556	-3.6250705
574	53.2934599	-3.6251501
575	53.2934737	-3.6252602
576	53.2935357	-3.6256269
577	53.2935692	-3.6257992
578	53.2936050	-3.6259794
579	53.2936418	-3.6261158
580	53.2936761	-3.6262432
581	53.2937052	-3.6263448
582	53.2937446	-3.6264273
583	53.2937962	-3.6265283
584	53.2938554	-3.6266716
585	53.2939274	-3.6268602
586	53.2944599	-3.6270745
587	53.3047542	-3.6312196
588	53.3835705	-3.8687999
589	53.4420863	-3.9497544
590	53.5000549	-3.9339000
591	53.6295993	-4.0090005

Intertidal and in the County of Conwy

Work No. 3:

(a) installation of up to four subsea cable circuits between Work No. 2 and Work No. 8 from MLWS to MHWS approximately 245 metres including cable ducts and cable crossings;

(b) trenchless installation technique works; and

(c) access during construction, operation, maintenance and decommissioning;

Work No. 4: access to Work No. 3 during construction;

Work No. 5: access to Work Nos. 7 and 8 during construction;

Work No. 6: access to Work No. 8 during construction;

Work No. 7: temporary laydown area of up to 800 square metres including fencing together with access to Work No. 4 during construction;

Work No. 8:

(a) installation of up to four buried cable circuits between Work No. 3 and Work No. 9 from MHWS to the A547 approximately 142 metres including cable ducts; and

(b) trenchless installation technique works;

Work No. 9:

(a) installation of up to four buried cable circuits between Work No. 8 and Work No. 10 approximately 10 metres including cable ducts;

(b) trenchless installation technique works; and

(c) access to Work No. 10 during construction, operation, maintenance and decommissioning including works to the public highway and visibility splays;

Work No. 10:

(a) installation of up to four buried cable circuits between Work No. 9 and Work No. 11 approximately 216 metres including cable ducts;

(b) installation of up to four transition joint bays;

(c) trenchless installation technique works including the creation of entry and exit pits for trenchless installation techniques and cable trenching works;

(d) temporary construction compound of up to 30,000 square metres comprising a secondary temporary construction compound and a transition joint bay temporary construction compound;

(e) access during construction, operation, maintenance and decommissioning;

Work No. 11:

(a) installation of up to four buried cable circuits between Work No. 10 and Work No. 12 approximately 878 metres including cable ducts; and

(b) trenchless installation technique works including the creation of entry and exit pits for trenchless installation techniques and cable trenching works;

Work No. 12:

(a) installation of up to four buried cable circuits between Work No. 11 and Work No. 14 approximately 3,986 metres including cable ducts; and

(b) trenchless installation technique works including the creation of entry and exit pits for trenchless installation techniques and cable trenching works;

Work No. 12a: access to Work No. 12 during construction;

Work No. 13: primary temporary construction compound and secondary temporary construction compound and access to Work Nos. 12 and 14 during construction including works to the public highway and visibility splays;

Work No. 14:

(a) installation of up to four buried cable circuits between Work No. 12 and Work No. 15 approximately 2,700 metres including cable ducts; and

(b) trenchless installation technique works including the creation of entry and exit pits for trenchless installation techniques and cable trenching works;

Work No. 15:

(a) installation of up to four buried cable circuits between Work No. 14 and Work No. 17 approximately 2,179 metres including cable ducts; and

(b) trenchless installation technique pit works including the creation of entry and exit pits for trenchless installation techniques and cable trenching works;

Work No. 16: primary temporary construction compound and laydown area or secondary temporary construction compound and access to Work No. 15 during construction including works to the public highway and visibility splays;

In the County of Denbighshire:

Work No. 17:

(a) installation of up to four buried cable circuits between Work No. 15 and Work No. 20 approximately 1,594 metres including cable ducts; and

(b) trenchless installation technique pit works including the creation of entrance and exit pits for trenchless installation techniques and cable trenching works;

Work No. 18: primary temporary construction compound or secondary temporary construction compound and access to Work No. 17 during construction including works to the public highway and visibility splays;

Work No. 19: temporary works to the public highway including visibility splays;

Work No. 20:

(a) installation of up to four buried cable circuits between Work No. 17 and Work No. 21 approximately 2,386 metres including cable ducts; and

(b) trenchless installation technique pit works including the creation of entrance and exit pits for trenchless installation techniques and cable trenching works;

Work No. 21:

(a) installation of up to four buried cable circuits between Work No. 20 and Work No. 22 approximately 159 metres including cable ducts; and

(b) trenchless installation technique pit works including the creation of entry and exit pits for trenchless installation techniques and cable trenching works;

Work No. 22: creation of the substation platform area including:

(a) land re-profiling and creation of platform or foundations for Work No. 22a;

(b) permanent landscaping, ecological and environmental works;

(c) utilities connections;

(d) drainage works including connections to existing drainage and creation of new sustainable drainage;

(e) access during construction, operation, maintenance and decommissioning;

(f) installation of up to four buried cable circuits from Work No. 21 to Work No. 22a including cable ducts;

(g) installation of up to two buried 400 kV cable circuits from Work No. 22a to Work No. 25 including cable ducts; and

(h) trenchless installation technique pit works including the creation of entry and exit pits for trenchless installation techniques and cable trenching works;

Work No. 22a: within Work No. 22 construction of an onshore HVAC substation containing (but not limited to) switchgear and electrical equipment including power transformers, reactive compensation equipment, filters, cooling equipment, control and welfare buildings, lightning rods, access during construction, operation and maintenance and decommissioning, security fencing and security gate and other associated equipment, structures and buildings including noise-attenuation works if required;

Work No. 23:

(a) permanent landscaping, ecological and environmental works, including watercourse realignment and attenuation pond(s);

(b) the onshore substation temporary construction compound; and

(c) access during construction;

Work No. 24:

(a) temporary and permanent landscaping, ecological and environmental works, including watercourse realignment and temporary attenuation pond(s);

(b) the onshore substation temporary construction compound; and

(c) access during construction;

Work No. 25:

(a) installation of up to two buried 400 kV cable circuits between Work No. 22 and Work No. 26 including cable ducts;

(b) trenchless installation technique pit works including the creation of entry and exit pits for trenchless installation techniques and cable trenching works; and

(c) access during construction;

Work No. 26: electrical works to connect to the National Grid Substation including:

(a) works needed to connect the authorised project to the National Grid Substation that National Grid is not required, under its transmission licence, to carry out itself including (but not limited to) cabling, cable sealing ends, circuit breakers, surge arrestors, disconnectors, transformers, busbars and busbar clamp measuring equipment, relay marshalling rooms and electrical earthing works;

(b) installation of up to two buried 400 kV cable circuits including cable ducts; and

(c) trenchless installation technique pit works including the creation of entry and exit pits for trenchless installation techniques and cable trenching works;

Work No. 27: access during construction including works to the public highway and visibility splays;

Work No. 28: temporary construction compound and laydown area for Work No. 27 of up to 7,100 square metres;

Work No. 29: creation of permanent access including utility connections and drainage;

Work No. 30: permanent access during construction, operation, maintenance and decommissioning;

Work No. 31: temporary landscaping, ecological and environmental works;

Work No. 32: permanent landscaping, ecological and environmental works;

Work No. 33: land reprofiling and permanent landscaping, ecological and environmental works;

Work No. 34: permanent landscaping, ecological and environmental works;

Work No. 35: landscaping maintenance works;

Work No. 36: permanent landscaping, ecological and environmental works;

In the Counties of Conwy and Denbighshire:

Work No. 37: hedgerow enhancement works; and

Work No. 38: permanent accesses during operation, maintenance and decommissioning;

and in connection with such Work Nos. 1 and 2 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

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

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

(c) dredging;

(d) the removal of material from the seabed required for the construction of Work No. 1 and the disposal of inert material of natural origin and/or dredged material within Work No. 1 produced during construction drilling, and seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching;

(e) creation and use of temporary vessel laydown areas, use of cable anchors;

(f) removal of static fishing equipment;

(g) the use of extracted seabed material within gravity base foundations; and

(h) lighting;

and in connection with Work Nos. 3 to 38 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

(a) haul roads, ramps, watercourse and other temporary crossings, means of access and other vehicular and/or pedestrian means of access, including creation of new tracks and footpaths, and/or widening, upgrades, alterations and improvements of existing roads, tracks and footpaths;

(b) bunds, embankments, swales, landscaping, fencing and boundary treatments;

(c) provision of temporary and permanent landscaping, ecological and environmental mitigation and compensation works;

(d) spoil storage and associated control measures;

(e) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable markers, tiles and tape, and lighting and other works associated with laying cables and/or pulling cables through cable ducts;

(f) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems, temporary drainage during installation of cables and culverting;

(g) works to alter the position of apparatus, including mains, sewers, drains and cables (overhead and underground);

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

(i) working sites in connection with the construction of the authorised development including mobile welfare units and construction lay down areas; and

(j) works of restoration.

PART 2

Ancillary Works

2. Works within the Order limits which fall within the scope of the work assessed by the environmental statement comprising –

(a) intrusive ground investigations including the making of boreholes and trial pits;

(b) temporary landing places, moorings or other means of accommodating vessels in the construction and/or maintenance of the authorised development;

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

(d) works to the benefit or protection of land, watercourses or structures affected by the authorised development.

SCHEDULE 2

Article 2

Requirements

Time limits

1.—(1) Subject to sub-paragraph (2) the authorised project must commence no later than the expiration of five years beginning with the date this Order comes into force.

(2) If proceedings are begun to challenge the validity of this Order before the end of the period referred to in sub-paragraph (1) the period in sub-paragraph (1) must be taken to be extended by one year.

Offshore design parameters

2.—(1) The offshore works must be constructed in accordance with the parameters assessed in the environmental statement and set out in Table 2.

(2) The parameters in Table 2 do not allow works in relation to wind turbine generators that give rise to any materially new or materially different environmental effects to those identified in the environmental statement based upon the two assessed scenarios set out in Table 3.5 of the environmental statement.

Table 2

Parameter	*Value*
Maximum number of wind turbine generators	96
Maximum height of wind turbine generators when measured from LAT to the tip of the vertical blade (metres)	364
Maximum rotor diameter of each wind turbine generator (metres)	320
Maximum rotor swept area (square metres)	5,468,884
Minimum distance from LAT to the lowest point of the rotating blade for each turbine (metres)	34
Minimum distance between wind turbine generators in a row of wind turbine generators (metres)	1,400
Minimum distance between rows of wind turbine generators (metres)	1,400
Maximum diameter of pin piles for wind turbine generators on jacket pin	5.5

pile foundation (metres)	
Maximum diameter of gravity base at the seabed for wind turbine generators on gravity base foundations (metres)	49
Maximum diameter of buckets for wind turbine generators on suction bucket jackets (metres)	18
Maximum diameter of pin piles for offshore substation platform on jacket pin pile foundations (metres)	5.5
Maximum diameter of gravity base at the seabed for offshore substation platforms on gravity base foundations (metres)	80
Maximum diameter of buckets for offshore substation platforms on suction bucket jackets (metres)	18
Maximum total seabed footprint for wind turbine generators (including scour protection) (square metres)	735,488
Maximum number of offshore substation platforms	4
Maximum dimensions of offshore substation platforms (excluding towers, helipads, masts, and cranes):	
Height of main structure when measured from LAT (metres)	70
Length (metres)	80
Width (metres)	60
Maximum total seabed footprint area for offshore substation foundations (including scour protection) (square metres)	24,964
Maximum total length of cables within Work No. 1 (inter-array and interconnector) (kilometres)	325
Maximum total length of interconnector cables (kilometres)	50
Maximum total length of cables within Work No. 2 (export cables) (kilometres)	360
Maximum number of cable crossings (inter-array)	67
Maximum number of cable crossings (interconnector)	10
Maximum number of cable crossings (export cables)	14

Aviation safety

3.—(1) The undertaker must exhibit such lights, with such shape, colour and character and at such times as are required by Air Navigation Order 2016(**a**) and/or determined necessary for aviation safety in consultation with the Defence Infrastructure Organisation Safeguarding and as directed by the Civil Aviation Authority. Lighting installed specifically to meet Ministry of Defence aviation safety requirements must remain operational for the life of the authorised project unless otherwise agreed with the Defence Infrastructure Organisation Safeguarding.

(2) The undertaker must notify Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority, at least 14 days prior to the commencement of the offshore works, of the following—

(a) the date of the commencement of construction of the offshore works;

(b) the expected date any wind turbine generators are brought into use;

(c) the maximum height of any construction equipment to be used;

(d) the maximum heights of any wind turbine generator and offshore substation platform to be constructed; and

(e) the latitude and longitude of each wind turbine generator and offshore substation platform to be constructed.

(**a**) S.I. 2016/765.

(3) The Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority must be notified of any changes to the information supplied under sub-paragraph (2) and of the completion of the construction of the offshore works.

(4) The lights installed in accordance with sub-paragraph (1) will be operated at the lowest permissible light intensity level.

Stages of authorised project

4.—(1) No stage of the onshore works may commence until notification has been submitted to the relevant planning authority detailing whether the onshore works will be constructed:

(a) in a single stage; or

(b) in two or more stages.

(2) No stage of the onshore works may commence until details of the stages of the onshore works have been submitted to and approved in writing by the relevant planning authority.

(3) The stages of the onshore works must be implemented as approved.

Onshore Substation works

5.—(1) Construction of Work No. 22a must not commence until details of—

(a) the layout;

(b) scale;

(c) proposed finished ground levels;

(d) hard surfacing materials;

(e) the dimensions, colour and materials used for the buildings;

(f) security fencing;

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

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

have been submitted to and approved in writing by the relevant planning authority following consultation with NRW as appropriate.

(2) The details submitted under sub-paragraph (1) of this requirement must be in accordance with requirement 6 (detailed design parameters onshore) and substantially in accordance with the design principles.

(3) Work No. 22a must be implemented as approved.

Detailed design parameters onshore

6.—(1) The onshore works must not exceed the parameters assessed in the environmental statement and set out in sub-paragraphs (2) and (3).

(2) The maximum number of transition joint bays must not exceed four.

(3) In relation to Work No. 22a—

(a) the highest part of any building, excluding lightning rods, must not exceed 15 metres above finished ground level;

(b) the highest part of any external electrical equipment, excluding lightning rods, must not exceed 12.5 metres above finished ground level;

(c) the total area of the fenced compound (excluding its accesses) must not exceed 65,000 square metres; and

(d) the total number of lightning rods within the fenced compound area must not exceed 12 and the height of any lightning rod must not exceed 30 metres above finished ground level.

(4) Trenchless installation techniques must be used to install the cable ducts and electrical circuits where identified in the onshore crossing schedule for the purpose of passing under a relevant obstruction unless otherwise agreed by the relevant planning authority, following consultation with the relevant highway authority.

(5) For the purpose of this requirement, finished ground level must not exceed 61 metres above ordnance datum.

Provision of landscaping

7.—(1) Work No. 22a must not be commenced until a landscape plan for Work Nos. 23, 24 and 31 to 36 and associated work programme has been submitted to and approved in writing by the relevant planning authority following, where appropriate, consultation with NRW.

(2) The landscape plan must accord with the outline landscape and ecology management plan and must include details of all proposed hard and soft landscaping works including—

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

(b) implementation timetables for all landscaping works; and

(c) proposed management for landscaping works.

(3) The landscape plan must be implemented as approved and managed in accordance with the details in the landscape and ecology management plan approved under sub-paragraph (1).

Implementation and maintenance of landscaping

8.—(1) All landscaping works must be carried out in accordance with the landscaping plan(s) approved under requirement 7 (provision of landscaping).

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

Code of construction practice

9.—(1) No stage of the onshore works may commence until for that stage a code of construction practice has been submitted to and approved in writing by the relevant planning authority following consultation with NRW and the relevant highways authority as appropriate.

(2) The code of construction practice must accord with the outline code of construction practice and greenhouse gas reduction strategy and include, as appropriate to the relevant stage—

(a) spillage and emergency response plan (in accordance with the outline spillage and emergency response plan);

(b) dust management plan (in accordance with the outline dust management plan);

(c) construction noise and vibration management plan (in accordance with the outline construction noise and vibration management plan). The plan shall include details of an action plan containing details of the measures that would be implemented in the event of exceedance and repeated exceedances of construction noise and vibration threshold levels.

(d) construction traffic management plan (in accordance with the outline construction traffic management plan);

(e) communications plan (in accordance with the outline communications plan);

(f) construction fencing plan (in accordance with the outline construction fencing plan);

(g) construction surface water and drainage management plan (in accordance with the outline construction surface water and drainage management plan);

(h) flood management plan (in accordance with the outline flood management plan);

(i) public rights of way management strategy (in accordance with the outline public rights of way management strategy);

(j) soil management plan (in accordance with the outline soil management plan);

(k) site waste management plan (in accordance with the outline site waste management plan);

(l) artificial light emissions plan (in accordance with the outline artificial light emissions plan);

(m) biosecurity protocol (in accordance with the outline biosecurity protocol);

(n) discovery strategy for contaminated land (in accordance with the outline discovery strategy for contaminated land);

(o) arboriculture method statement (in accordance with the outline arboriculture method statement);

(p) onshore construction method statement (in accordance with the outline construction method statement); and

(q) landfall construction method statement (in accordance with the outline landfall construction method statement).

(3) Each code of construction practice must be implemented as approved.

(4) Onshore site preparation works must be carried out in accordance with the applicable details set out in the outline code of construction practice, the greenhouse gas reduction strategy and as appropriate the outline plans noted in sub-paragraphs (2)(a) – (q) inclusive.

Highway accesses

10.—(1) No new temporary or permanent means of access to a highway to be used by vehicular traffic, or any temporary or permanent alteration to an existing means of access to a highway used by vehicular traffic, may be formed until a highways access management plan for that access has been submitted to and approved in writing by the relevant planning authority in consultation with the relevant highway authority.

(2) The highways access management plan must accord with the outline highways access management plan,

(3) The highway accesses must be implemented as approved.

Onshore archaeology

11.—(1) No stage of the onshore works may commence until for that stage an onshore written scheme of investigation has been submitted to and approved in writing by the relevant planning authority.

(2) The onshore written scheme of investigation must accord with the outline onshore written scheme of investigation as appropriate for the relevant stage.

(3) The onshore written scheme of investigation must be implemented as approved.

(4) Onshore site preparation works, including those necessary to allow production of any scheme required under sub-paragraph (1) must only take place in accordance the applicable details set out in the outline onshore written scheme of investigation.

Landscape and ecology management plan

12.—(1) No stage of the onshore works may commence until for that stage a landscape and ecology management plan has, following consultation with NRW, been submitted to and approved in writing by the relevant planning authority.

(2) The landscape and ecology management plan must accord with the outline landscape and ecology management plan as appropriate for the relevant stage and must include details of an implementation timetable.

(3) The landscape and ecology management plan must be implemented as approved for the relevant stage and managed in accordance with the details in the landscape and ecology management plan approved under sub-paragraph (1).

(4) Onshore site preparation works must be carried out in accordance with the applicable details set out in the outline landscape and ecology management plan.

European protected species onshore

13.—(1) No stage of the onshore works other than surveying and investigation necessary to comply with this requirement may be undertaken until, for that stage, pre-construction survey work has been carried out to establish whether a European protected species or nationally protected species under the Wildlife and Countryside Act 1981 is present on any of the land affected, or likely to be affected, by any part of that stage of the onshore works.

(2) Where a European protected species or nationally protected species under the Wildlife and Countryside Act 1981 is shown to be present, the stage of the onshore works likely to affect the species must not commence until, after consultation with NRW, a scheme of protection and mitigation measures for that stage has been submitted to and approved in writing by the relevant planning authority or a European Protected Species licence has been granted by NRW.

(3) Each stage of the onshore works which requires a scheme of protection and mitigation measures must accord with the approved scheme as set out in sub-paragraph (2) of this requirement.

(4) In this paragraph, "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.

(5) In this paragraph, "nationally protected species" means any species protected under the Wildlife and Countryside Act 1981.

Construction hours

14.—(1) Except as otherwise agreed in the code of construction practice and subject to sub-paragraphs (2) to (4), construction of the onshore works and heavy goods vehicle traffic movements arriving or departing from the site of the relevant work may take place only between the hours of 0700 and 1900 from Monday to Friday and 0700 to 1300 on Saturday, with no activity on Sundays or bank holidays.

(2) Subject to paragraph (3), construction of the onshore works and heavy goods vehicle traffic movements arriving or departing from the site of the relevant work may take place outside the hours specified in sub-paragraph (1) for certain identified activities including—

(a) where continuous periods of construction are required, for works such as concrete pouring and finishing, electrical circuit pulling and jointing and testing, trenchless installation techniques, and dewatering pumps;

(b) for the delivery and unloading of abnormal loads;

(c) for the landfall works;

(d) for any other time-critical element of the onshore works;

(e) emergency works; and

(f) mobilisation activities, which may take place one hour immediately prior to and one hour immediately after the hours specified in sub-paragraph (1).

(3) Except as provided in sub-paragraph (4) and in relation to emergency works, the undertaker must notify the relevant planning authority of all construction works and activities which are to be undertaken outside the hours specified in sub-paragraph (1) by giving at least 48 hours notice in advance of those works and activities and those works and activities must not be undertaken outside the hours specified in sub-paragraph (1) until the relevant planning authority has agreed.

(4) In respect of trenchless installation techniques, where continuous 24-hour working is required and has been assessed in the environmental statement, the undertaker must notify the relevant planning authority in advance by giving at least 48 hours' notice of such works.

(5) In the event of an emergency, notification of that emergency must be given to the relevant planning authority and the relevant highway authority as soon as reasonably practicable.

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

(7) For the purposes of this requirement "mobilisation activities" include personnel briefings, inspections, tool-box talks, inductions, health and safety works, deliveries excluding heavy goods vehicle movements, movement to place of work, general preparation and site maintenance work but does not include operation of heavy machinery or operation of generators or flood lights.

Restoration of land used temporarily for construction

15. Any land landward of MLW which is used temporarily for construction of the onshore works and not ultimately incorporated in permanent works or approved landscaping or ecological works must be reinstated within 12 months of completion of the relevant stage of the onshore works in accordance with such details as have been submitted to and approved pursuant to Requirements 7, 9, and 12 in respect of reinstatement, unless alternative details in relation to that land are agreed in writing by the relevant planning authority.

Control of operational artificial light emissions

16.—(1) Work No. 22a must not be brought into operation until a written scheme for the management and mitigation of internal and external artificial light emissions from Work No. 22a has been submitted to and approved in writing by the relevant planning authority.

(2) The written scheme for the management and mitigation of artificial light emissions must be implemented as approved, and maintained during the lifetime of Work No. 22a.

Control of noise during operational stage

17.—(1) The noise rating level for the operational lifetime of Work No. 22a must not exceed 34db at Tan y Bryn Uchaf (301667, 372765) at a position representative of the façade, in free-field conditions, of any building authorised or lawfully occupied for residential or accommodation purposes at the date of the granting of this Order.

(2) The noise levels set out in sub-paragraph (1) are to be measured—

(a) in accordance with British Standard BS4142:2014+A1:2019, methods for rating and assessing industrial and commercial sound; and

(b) with a microphone placed 1.5 metres above the ground in free-field conditions (being at least 3.5 metres from the nearest vertical reflecting surface).

Operational drainage

18.—(1) Work No. 22 must not commence until, for that work, an operation drainage management strategy has, following consultation with NRW, been submitted to and approved in writing by the relevant planning authority.

(2) The operation drainage management strategy must accord with the outline operation drainage management strategy.

(3) The written operation drainage management strategy must be implemented as approved, prior to final commissioning of Work No. 22a, and maintained during the operational lifetime of Work No. 22a.

Skills and Employment plan

19.—(1) No stage of the authorised project may commence until, after consultation with the relevant authorities, a skills and employment plan has been submitted to and approved in writing by Denbighshire County Council on behalf of the relevant authorities.

(2) The skills and employment plan must accord with the outline skills and employment plan.

(3) The skills and employment plan must be implemented as approved.

(4) For the purposes of this requirement the "relevant authorities" are Denbighshire County Council, Conwy County Borough Council, Isle of Man Government, and the Isle of Anglesey County Council.

Offshore decommissioning

20. No offshore works may commence until a written decommissioning programme in compliance with any notice served upon the undertaker by the Secretary of State pursuant to section 105(2) (requirement to prepare decommissioning programmes) of the 2004 Act has been submitted to the Secretary of State for approval.

Onshore decommissioning

21.—(1) A written scheme of decommissioning for the onshore works must be submitted to and approved in writing by the relevant planning authority at least six months prior to any decommissioning works commencing.

(2) The written scheme of decommissioning for the onshore works must include a code of construction practice.

(3) The approved written scheme of decommissioning must be implemented as approved in the carrying out of any decommissioning works or relevant part of such works.

Great Dun Fell, Lowther Hill and St. Anne's Primary Surveillance Radar

22.—(1) No part of any wind turbine generator (excluding foundations) shall be erected as part of the authorised development until a primary radar mitigation scheme agreed in advance with the operator has been submitted to and approved in writing by the Secretary of State in order to mitigate the impact of the authorised development on the primary radar of the operator located at Great Dun Fell, Lowther Hill and St. Anne's and associated air traffic management operations.

(2) No part of any wind turbine generator (excluding foundations) shall be erected until the approved primary radar mitigation scheme has been implemented and the authorised development shall thereafter be operated fully in accordance with the approved scheme.

(3) In this requirement—

"operator" means NATS (En Route) plc, incorporated under the Companies Act 2006 (Company Number 4129273) whose registered office is 4000 Parkway, Whiteley, Fareham, Hampshire PO15 7FL or such other organisation licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services to the relevant managed area (within the meaning of section 40 of the Transport Act 2000); and

"primary radar mitigation scheme" or "scheme" means a detailed scheme agreed with the operator which sets out the measures to be taken to mitigate the impact of the development on the primary radar located at Great Dun Fell, Lowther Hill and St Annes and air traffic management operations of the operator.

Warton Aerodrome Primary Surveillance Radar

23.—(1) No part of any wind turbine generator shall be erected as part of the authorised development until a radar mitigation scheme has been submitted to and approved in writing by the Secretary of State, in consultation with the Ministry of Defence and the operator.

(2) No wind turbine generator erected as part of the authorised development shall be permitted to rotate its rotor blades about its horizontal axis other than for the purpose of testing the proposed mitigation solution identified in the approved radar mitigation scheme until the Secretary of State, following consultation with the Ministry of Defence and the operator, has confirmed in writing that he is satisfied that—

(a) the proposed mitigation solution has been subject to technical and operational assessment and, in particular, has undergone 'in-situ' testing in line with the requirements of (and for the time period(s) specified in) the approved radar mitigation scheme;

(b) the performance criteria required to be met by the proposed mitigation solution, as specified in the approved radar mitigation scheme, have been met; and

(c) the approved radar mitigation scheme has been implemented by the operator (the costs of which shall be the sole responsibility of the undertaker in accordance with sub-paragraph (5)(a)).

(3) The approved radar mitigation scheme must remain in place and be complied with for so long as any of the wind turbine generators erected as part of the authorised development are operational and provided that the PSR remains an operational requirement of the Ministry of Defence or the operator (or both).

(4) The undertaker shall be solely responsible for the costs of—

(a) implementing the approved radar mitigation scheme prior to any wind turbine generator erected as part of the authorised development being permitted to rotate its rotor blades about its horizonal axis;

(b) thereafter maintaining, repairing and replacing, including without limitation resolving any failure (howsoever caused) of the approved radar mitigation scheme for so long as any of the wind turbine generators erected as part of the authorised development are operational and provided that the PSR remains an operational requirement of the Ministry of Defence or the operator (or both); and

(c) in the event of any amendment being made to the authorised development which gives rise to new or different adverse impacts to those identified by the environmental statement on the operation of the PSR or the PSR air traffic control operations, working with the Ministry of Defence and the operator in good faith to agree any additional mitigation measures required to prevent or remove such adverse impacts for so long as any of the wind turbine generators erected as part of the authorised development are operational and provided that the PSR remains an operational requirement of the Ministry of Defence or the operator (or both), together with the costs of implementing and maintaining on an ongoing basis those additional mitigation measures.

(5) For the purposes of this requirement—

"appropriate radar mitigation scheme" means the radar mitigation scheme as approved by the Secretary of State in accordance with sub-paragraph (1);

"Ministry of Defence" means as represented by Defence Infrastructure Organisation – DIO Safeguarding, DIO Head Office, St George's House, DMS Whittington, Litchfield, Staffordshire, WS14 9PY or any successor body;

"operator" means BAE Systems (Operations) Limited incorporated under the Companies Act 2006 (Company Number 01996687) whose registered office is Warwick House, PO Box 87, Farnborough Aerospace Centre, Farnborough, Hants, GU14 6YU or such other organisation as is licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services for Warton Aerodrome or any other organisation employed by BAE Systems (Operations) Limited to provide an air traffic service at Warton Aerodrome;

"PSR" means the primary surveillance radar at Warton Aerodrome or any upgrade thereto or replacement thereof;

"PSR air traffic control operations" means the air traffic control operations, including both civil and military aircraft operations, of the Ministry of Defence or the operator (or both) which are reliant upon the PSR; and

"radar mitigation scheme" means a scheme designed to prevent or remove any adverse impacts arising from the authorised development upon the operation of the PSR or the PSR air traffic control operations.

Air traffic services at Liverpool John Lennon Airport

24.—(1) No part of any wind turbine generator (excluding foundations) shall be erected as part of the authorised development until the Secretary of State, having consulted with the operator and the Civil Aviation Authority, confirms in writing that either—

(a) no appropriate mitigation is required in respect of the authorised development; or

(b) appropriate mitigation is required to be implemented and maintained for the life of the authorised development.

(2) Where appropriate mitigation is required, no wind turbine generator forming part of the authorised development is permitted to rotate its blades on its horizontal axis until the appropriate mitigation has been approved by the Secretary of State, having consulted with the operator and the Civil Aviation Authority, and implemented.

(3) The undertaker shall thereafter comply with all obligations contained within the approved mitigation for the life of the authorised development.

(4) For the purposes of this requirement—

"appropriate mitigation" means measures agreed with the Civil Aviation Authority and the operator to prevent or remove any adverse impacts which the operation of the authorised development will have on the operator's ability to provide safe and efficient air traffic services for Liverpool John Lennon Airport during the life of the authorised development;

"approved mitigation" means the appropriate mitigation approved by the Secretary of State in accordance with sub-paragraph (2); and

"operator" means Liverpool Airport Limited incorporated under the Companies Act 2006 (Company Number 2116704) whose registered office is Venus Building, 1 Old Park Lane, Trafford City, Manchester, England, M41 7HA or such other organisation as is licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services for Liverpool John Lennon Airport.

Operation of Blackpool Airport

25.—(1) No part of any wind turbine generator (excluding foundations) shall be erected as part of the authorised development until the Secretary of State, having consulted with the operator and the CAA, has confirmed in writing that he is satisfied that—

(a) appropriate mitigation will be implemented and maintained throughout the lifetime of the authorised development; and

(b) appropriate arrangements have been put in place with the operator to ensure that such appropriate mitigation is so implemented and maintained

(2) The undertaker shall thereafter comply with all obligations contained within the approved mitigation throughout the lifetime of the authorised development.

(3) For the purposes of this requirement—

"appropriate mitigation" means appropriate mitigation measures to prevent or remove any adverse impacts which the authorised development will have on the ability of the operator to provide safe airport operational and air traffic services (including but not limited to any adverse impacts on instrument flight procedures, minimum sector altitudes, and very high frequency radio and direction finding communication systems) for Blackpool Airport;

"approved mitigation" means the appropriate mitigation agreed with the CAA and the operator and approved by the Secretary of State in accordance with sub-paragraph (1);

"CAA" means the Civil Aviation Authority constituted by the Civil Aviation Act 1982; and

"operator" means Blackpool Airport Operations Limited (incorporated in England and Wales with company number 09307995 and whose registered office is Number One Bickerstaffe Square, Talbot Road, Blackpool FY1 3AH), or such other organisation as is licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services for Blackpool Airport.

Air traffic services at Isle of Man Airport

26.—(1) No part of any wind turbine generator (excluding foundations) shall be erected as part of the authorised development until the Secretary of State, having consulted with the operator and the Isle of Man Civil Aviation Administration, confirms in writing that either—

(a) no appropriate mitigation is required in respect of the authorised development; or

(b) an appropriate mitigation scheme is required to be implemented and maintained for the life of the authorised development.

(2) Where appropriate mitigation is required, no wind turbine generator forming part of the authorised development is permitted to rotate its blades on its horizontal axis until the appropriate mitigation has been approved by the Secretary of State, having consulted with the operator and the Isle of Man Civil Aviation Administration, and implemented.

(3) The undertaker shall thereafter comply with all obligations contained within the approved mitigation for the life of the authorised development.

(4) For the purposes of this requirement—

"appropriate mitigation scheme" means a scheme agreed with the operator which sets out measures taken to prevent or remove any adverse impacts of the authorised development on the Isle of Man Primary Surveillance Radar and air traffic management operations and the operator's ability to provide safe and efficient air traffic services for Isle of Man Airport during the life of the authorised development;

"approved mitigation" means the appropriate mitigation approved by the Secretary of State in accordance with sub-paragraph (2); and

"operator" means Isle of Man Airport or such other organisation as is licensed from time to time to provide air traffic services for Isle of Man Airport.

Operation of Walney Aerodrome (Air traffic services)

27.—(1) No part of any wind turbine generator shall be erected as part of the authorised development until—

(a) the Secretary of State, having consulted with the operator and the CAA, confirms in writing that no mitigation is required in respect of the authorised development; or

(b) the Secretary of State has, having consulted with the operator and the CAA—

(i) approved in writing an ATS mitigation scheme; and

(ii) confirmed in writing that he is satisfied that the approved ATS mitigation scheme has been implemented by the operator.

(2) The approved ATS mitigation scheme must remain in place and be complied with for the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 20).

(3) The undertaker shall be solely responsible for the costs of—

(a) implementing the approved ATS mitigation scheme prior to the erection of any part of any wind turbine generator or any offshore substation platform forming part of the authorised development;

(b) thereafter maintaining, repairing and replacing, including without limitation resolving any failure (howsoever caused) of the approved ATS mitigation scheme throughout the lifetime of the authorised development (including the period during which the authorised

development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 20); and

(c) in the event of any amendment being made to the authorised development which gives rise to adverse impacts on the operation of Walney Aerodrome which are new or different to those identified by the environmental statement, working with the CAA and the operator in good faith to agree any additional mitigation measures required to prevent or remove such adverse impacts throughout the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 20, together with the costs of implementing and maintaining on an ongoing basis those additional mitigation measures.

(4) For the purposes of this requirement—

"Approved ATS mitigation scheme" means the ATS mitigation scheme as approved by the Secretary of State in accordance with sub-paragraph (1)(a).

"ATS mitigation scheme" means a scheme which is designed to prevent or remove any adverse impacts arising from the authorised development on the operation of Walney Aerodrome, including but not limited to:

(a) the Aerodrome's ability to provide and deliver on an uninterrupted basis—

(i) national sovereign defence capabilities;

(ii) safe airport operational and air traffic services that are fit for purpose for both civil and military aircraft operations; and

(iii) any other operational requirements which are identified by the operator.

(b) the Aerodrome's IFP, MSA and VHF communication systems;

"CAA" means the Civil Aviation Authority constituted by the Civil Aviation Act 1982;

"IFP" means instrument flight procedures;

"MSA" means minimum sector altitude;

"operator" means BAE Systems Marine Limited (incorporated in England and Wales with company number 00229770, whose registered office is at Victory Point, Lyon Way, Frimley, Camberley, Surrey GU16 7EX) or such other organisation as is licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services at Walney Aerodrome or any organisation employed by BAE Systems Marine Limited to provide an air traffic service at Walney Aerodrome; and

"VHF" means very high frequency.

Operation of Warton Aerodrome (Air traffic services)

28.—(1) No part of any wind turbine generator shall be erected as part of the authorised development until—

(a) the Secretary of State, having consulted with the operator and the CAA, confirms in writing that no mitigation is required in respect of the authorised development; or

(b) the Secretary of State has, having consulted with the operator and the CAA,—

(i) approved in writing an ATS mitigation scheme; and

(ii) confirmed in writing that he is satisfied that the approved ATS mitigation scheme has been implemented by the operator.

(2) The approved ATS mitigation scheme must remain in place and be complied with for the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 20).

(3) The undertaker shall be solely responsible for the costs of—

(a) implementing the approved ATS mitigation scheme prior to the erection of any part of any wind turbine generator or any offshore substation platform forming part of the authorised development;

(b) thereafter maintaining, repairing and replacing, including without limitation resolving any failure (howsoever caused) of the approved ATS mitigation scheme throughout the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 20); and

(c) in the event of any amendment being made to the authorised development which gives rise to adverse impacts on the operation of Warton Aerodrome which are new or different to those identified by the environmental statement, working with the CAA and the operator in good faith to agree any additional mitigation measures required to prevent or remove such adverse impacts throughout the lifetime of the authorised development (including the period during which the authorised development is being decommissioned in accordance with the decommissioning programme approved pursuant to requirement 20), together with the costs of implementing and maintaining on an ongoing basis those additional mitigation measures.

(4) For the purposes of this requirement—

"approved ATS mitigation scheme" means the ATS mitigation scheme as approved by the Secretary of State in accordance with sub-paragraph (1)(a).

"ATS mitigation scheme" means a scheme which is designed to prevent or remove any adverse impacts arising from the authorised development on the operation of Warton Aerodrome, including, but not limited to:

(a) The Aerodrome's ability to provide and deliver on an uninterrupted basis—

(i) National sovereign defence capabilities;

(ii) Safe airport operational and air traffic services that are fit for purpose for both civil and military aircraft operations; and

(iii) Any other operational requirements which are identified by the operator.

(b) The Aerodrome's IFP, MSA, DF, VHF and UHF communication systems;

"CAA" means the Civil Aviation Authority constituted by the Civil Aviation Act 1982;

"DF" means direction finding;

"IFP" means instrument flight procedures;

"MSA" means minimum sector altitude;

"operator" means BAE Systems (Operations) Limited (incorporated in England and Wales with company number 01996687, whose registered office is at Victory Point, Lyon Way, Frimley, Camberley, Surrey, GU16 7EX) or such other organisation as is licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services at Warton Aerodrome or any other organisation employed by BAE Systems (Operations) Limited to provide an air traffic service at Warton Aerodrome; and

"UHF" means ultra high frequency;

"VHF" means very high frequency.

Wake effects

29.—(1) No part of any wind turbine generator may be erected as part of the authorised development until either—

(a) A wake effects plan has been submitted to and approved by the Secretary of State; or

(b) The undertaker has provided evidence to the Secretary of State that alternative mitigation for wake effects has been agreed with the existing Ørsted offshore wind farms.

(2) The wake effects plan provided in accordance with paragraph (1)(a) must include details of reasonable steps that have been taken by the undertaker to minimise wake effects on the existing

Ørsted offshore wind farms whilst maximising the capacity of the authorised development within the identified technical, environmental and other constraints of the authorised development.

(3) Where paragraph (1)(a) applies the design plan submitted to the licencing authority under condition 17(1)(a) of schedule 14 of this Order must be in accordance with any approved wake effects plan.

(4) For the purposes of this requirement—

"existing Ørsted offshore wind farms" means Barrow offshore wind farm, Burbo Bank extension, Walney Extension, West of Duddon Sands, Walney offshore wind farm or Burbo bank.

Landscape enhancement scheme

30.—(1) Work No. 1 must not be commenced until a scheme for the provision of landscape enhancement in accordance with the landscape enhancement scheme principles has been submitted to and approved by the relevant planning authority following consultation with Natural Resources Wales, the Isle of Anglesey County Council and Eryri National Park Authority.

(2) The landscape enhancement scheme shall set out appropriate measures to compensate for the impact of the authorised development on the protected landscapes of the Isle of Anglesey National Landscape and Eryri National Park.

(3) The landscape enhancement scheme shall be implemented as approved.

Requirement for written approval

31. Where under any of the requirements the approval or agreement of the Secretary of State, the relevant planning authority or another person is required, that approval or agreement must be given in writing.

Amendments to approved details

32. With respect to any requirement which requires the authorised project to be carried out in accordance with the details approved under this Schedule, the approved details are taken to include any amendments that may subsequently be approved or agreed by the person responsible for the original approval.

SCHEDULE 3

Article 10

Streets subject to street works

In the County of Conwy:

(1) *Street*	*(2)* *Extent as shown on the street works access plan*
A547, Abergele Road	Between points 1 and 2, as shown on Sheet 2 of the street works and access to works plan
Public highway unclassified road off Rhyd-Y-Foel Road	Between points 3 and 4, as shown on Sheet 3 of the street works and access to works plan
Public highway unclassified road off Rhyd-Y-Foel Road	Between points 5 and 6, as shown on Sheet 4 of the street works and access to works plan
Public highway unclassified road connecting Rhyd-Y-Foel Road and Ffordd Abergele	Between points 7 and 8, as shown on Sheet 4 of the street works and access to works plan
Ffordd Abergele	Between points 9 and 10, as shown on Sheet 5 of the street works and access to works plan
A548	Between points 11 and 12, as shown on Sheet 6 of the street works and access to works plan

B5381 Glascoed Road	Between points 13 and 14, as shown on Sheet 6 of the street works and access to works plan
Public highway unclassified road north of B5381 Glascoed Road	Between points 15 and 16, as shown on Sheet 6 of the street works and access to works plan
Public highway unclassified road connecting the B5381 Glascoed Road and A548	Between points 17 and 18, as shown on Sheet 7 of the street works and access to works plan
Public highway unclassified road south of the B5381 Glascoed Road	Between points 19 and 20, as shown on Sheet 7 of the street works and access to works plan
Public highway unclassified road south of the B5381 Glascoed Road	Between points 21 and 22, as shown on Sheet 8 of the street works and access to works plan
B5381 Glascoed Road	Between points 23 and 24, as shown on Sheet 8 of the street works and access to works plan
Public highway unclassified road south of the B5381 Glascoed Road	Between points 25 and 26, as shown on Sheet 8 of the street works and access to works plan

In the County of Denbighshire:

(1) *Street*	*(2)* *Extent as shown on the street works access plan*
Public highway unclassified road south of the B5381 Glascoed Road	Between points 27 and 28, as shown on Sheet 9 of the street works and access to works plan
B5381 Glascoed Road	Between points 29 and 30, as shown on Sheet 9 of the street works and access to works plan
Public highway unclassified road west of Cae Onnen	Between points 31 and 32, as shown on Sheet 9 of the street works and access to works plan
B5381 Glascoed Road and Public highway unclassified road south	Between points 33 and 34, as shown on Sheet 9 of the street works and access to works plan
Public highway unclassified road south of the B5381 Glascoed Road towards Cae Onnen	Between points 34 and 35, as shown on Sheet 9 of the street works and access to works plan
B5381 / Glascoed Road	Between points 36 and 37, as shown on Sheet 9 of the street works and access to works plan
Public highway unclassified road south-east of Cae Onnen	Between points 38 and 39, as shown on Sheet 10 of the street works and access to works plan
Public highway unclassified road south of B5381 Glascoed Road, south-west of Bodelwyddan Substation	Between points 40 and 41, as shown on Sheet 11 of the street works and access to works plan
B5381 Glascoed Road	Between points 42 and 43, as shown on Sheet 11 of the street works and access to works plan

SCHEDULE 4

Article 12

Streets to be temporarily closed or restricted

In the County of Conwy:

(1) *Street to be temporarily closed or restricted*	*(2)* *Extent of temporary closure or restriction as shown on the street works and access to works plan*
A547, Abergele Road	Between points 1 and 2, as shown on Sheet 2 of the street works and access to works plan
Public highway unclassified road off Rhyd-Y-Foel Road	Between points 3 and 4, as shown on Sheet 3 of the street works and access to works plan
Public highway unclassified road off Rhyd-Y-Foel Road	Between points 5 and 6, as shown on Sheet 4 of the street works and access to works plan

Public highway unclassified road connecting Rhyd-Y-Foel Road and Ffordd Abergele	Between points 7 and 8, as shown on Sheet 4 of the street works and access to works plan
Ffordd Abergele	Between points 9 and 10, as shown on Sheet 5 of the street works and access to works plan
A548	Between points 11 and 12, as shown on Sheet 6 of the street works and access to works plan
B5381 Glascoed Road	Between points 13 and 14, as shown on Sheet 6 of the street works and access to works plan
Public highway unclassified road north of B5381 Glascoed Road	Between points 15 and 16, as shown on Sheet 6 of the street works and access to works plan
Public highway unclassified road south of the B5381 Glascoed Road	Between points 19 and 20, as shown on Sheet 7 of the street works and access to works plan
Public highway unclassified road south of the B5381 Glascoed	Between points 21 and 22, as shown on Sheet 8 of the street works and access to works plan

In the County of Denbighshire:

(1) *Street to be temporarily closed or restricted*	*(2)* *Extent of temporary closure or restriction as shown on the street works and access to works plan*
Public highway unclassified road south of the B5381 Glascoed Road	Between points 27 and 28, as shown on Sheet 9 of the street works and access to works plan
B5381 Glascoed Road	Between points 29 and 30, as shown on Sheet 9 of the street works and access to works plan
Public highway unclassified road west of Cae Onnen	Between points 31 and 32, as shown on Sheet 9 of the street works and access to works plan
B5381 Glascoed Road and Public highway unclassified road south	Between points 33 and 34, as shown on Sheet 9 of the street works and access to works plan
Public highway unclassified road south of the B5381 Glascoed Road towards Cae Onnen	Between points 34 and 35, as shown on Sheet 9 of the street works and access to works plan
B5381 / Glascoed Road	Between points 36 and 37, as shown on Sheet 9 of the street works and access to works plan
Public highway unclassified road south-east of Cae Onnen	Between points 38 and 39, as shown on Sheet 10 of the street works and access to works plan
Public highway unclassified road south of B5381 Glascoed Road, south-west of Bodelwyddan Substation	Between points 40 and 41, as shown on Sheet 11 of the street works and access to works plan
B5381 Glascoed Road	Between points 42 and 43, as shown on Sheet 11 of the street works and access to works plan

SCHEDULE 5

Article 13

Public rights of way to be temporarily closed or restricted

In the County of Conwy:

(1) *Public right of way to be temporarily closed or restricted*	*(2)* *Extent as shown on the public rights of way plan*
Llanddulas & Rhyd y Foel 14 Footpath	Between points 1a and 1b as shown on sheet 3 and 4 of the temporary closure of public rights of way plan
Betws yn Rhos 43 Footpath	Between points 2a and 2b as shown on sheet 4 of the temporary closure of public rights of way plan

Betws yn Rhos 44 Footpath	Between points 3a and 3b as shown on sheet 4 and 5 of the temporary closure of public rights of way plan
Betws yn Rhos 48 Footpath	Between points 4a and 4b as shown on sheet 5 of the temporary closure of public rights of way plan
Llanfair TH 12 Footpath	Between points 5a and 5b as shown on sheet 6 of the temporary closure of public rights of way plan
Llanfair TH 15 Footpath	Between points 6a and 6b as shown on sheets 6 and 7 of the temporary closure of public rights of way plan
Llanfair TH 16 Bridleway	Between points 7a and 7b as shown on sheet 7 of the temporary closure of public rights of way plan
Llanfair TH 19 Bridleway	Between points 8a and 8b as shown on sheet 7 of the temporary closure of public rights of way plan

In the County of Denbighshire:

(1) *Public right of way to be temporarily closed or restricted*	*(2)* *Extent as shown on the public rights of way plan*
Footpath DE/105/99	Between points 9a and 9b as shown on sheet 8 of the temporary closure of public rights of way plan
Footpath DE/105/5	Between points 10a and 10b as shown on sheets 9 and 10 of the temporary closure of public rights of way plan
Footpath DE/105/6	Between points 11a and 11b as shown on sheets 10 and 11 of the temporary closure of public rights of way plan
Bridleway DE 208/32	Between points 12a and 12b as shown on sheet 11 of the temporary closure of public rights of way plan

SCHEDULE 6

Article 14

Access to works

In the County of Conwy:

(1) *Reference as shown on the street works and access to works plan*	*(2)* *Description of new accesses and crossings*
AC-A1	From the public highway Sea Road as shown on sheet 1 of the street works and access to works plan
AC-B1	From the public highway A457 Abergele Road as shown on sheet 2 of the street works and access to works plan
AC-C1	Crossing point over and from public highway unclassified road as shown on sheet 3 of the street works and access to works plan
AC-C2	Crossing point over and from public highway unclassified road shown on sheet 3 of the street works and access to works plan

AC-D1	Crossing point over and from public highway unclassified road as shown on sheet 4 of the street works and access to works plan
AC-D2	Crossing point over and from public highway unclassified road as shown on sheet 4 of the street works and access to works plan
AC-E1	Crossing point over and from public highway unclassified road as shown on sheet 4 of the street works and access to works plan
AC-E2	Crossing point over and from public highway unclassified road as shown on sheet 4 of the street works and access to works plan
AC-F1	Crossing point over and from Ffordd Abergele as shown on sheet 5 of the street works and access to works plan
AC-F2	Crossing point over and from Fford Abergele as shown on sheet 5 of the street works and access to works plan
AC-G1	From the public highway B5381 Glascoed Road as shown on sheet 6 of the street works and access to works plan
AC-G2	Crossing point over and from the public highway B5381 Glascoed Road as shown on sheet 6 of the street works and access to works plan
AC-H1	From the public highway A548 as shown on sheet 6 of the street works and access to works plan.
AC-I1	Crossing point over and from public highway unclassified road as shown on sheet 7 of the street works and access to works plan
AC-I2	Crossing point over and from public highway unclassified road as shown on sheet 7 of the street works and access to works plan
AC-J1	Crossing point over and from public highway unclassified road as shown on sheet 8 of the street works and access to works plan
AC-J2	Crossing point over and from public highway unclassified road as shown on sheet 8 of the street works and access to works plan
AC-K1	From the public highway B5381 Glascoed Road as shown on sheet 8 of the street works and access to works plan
AC-L1	Crossing point over and from public highway unclassified road as shown on sheet 8 of the street works and access to works plan
AC-L2	Crossing point over and from public highway unclassified road as shown on sheet 8 of the street works and access to works plan

In the County of Denbighshire:

(1) *Reference as shown on the street works and access to works plan*	*(2)* *Description of new accesses and crossings*
AC-M1	Crossing point over and from public highway unclassified road as shown on sheet 9 of the street works and access to works plan
AC-M2	Crossing point over and from public highway unclassified road as shown on sheet 9 of the street works and access to works plan
AC-N1	From the public highway B5381 Glascoed Road as shown on sheet 9 of the street works and access to works plan
AC-O1	Crossing point over and from public highway unclassified road as shown on sheet 9 of the street works and access to works plan
AC-O2	Crossing point over and from public highway unclassified road as shown on sheet 9 of the street works and access to works plan
AC-P1	Crossing point over and from public highway unclassified road as shown on sheet 10 of the street works and access to works plan
AC-P2	Crossing point over and from public highway unclassified road as shown on sheet 10 of the street works and access to works plan
AC-Q1	Crossing point over and from public highway unclassified road as

	shown on sheet 11 of the street works and access to works plan
AC-Q2	Crossing point over and from public highway unclassified road as shown on sheet 11 of the street works and access to works plan
AC-R1	From the public highway B5381 Glascoed Road as shown on sheet 11 of the street works and access to works plan
AC-S1	From the public highway B5381 Glascoed Road as shown on sheet 11 of the street works and access to works plan
AC-T1	From public highway unclassified road as shown on sheet 11 of the street works and access to works plan

SCHEDULE 7

Article 28

Land of which only temporary possession may be taken

In the County of Conwy:

(1) *Number of plot shown on land plan (onshore)*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of authorised project*
01-001, 01-002	Access to Work No. 3 during construction	Work Nos. 3 and 4
01-003, 01-004,	Temporary construction compound for vehicle parking, a circulation area and a laydown area of up to 800 square metres including fencing together with access to Work No. 4 during construction	Work Nos. 4 and 7
01-005, 01-006, 01-007, 01-008, 01-009, 01-010, 01-011	Access during construction	Work Nos. 5, 7 and 8
02-013, 02-013a, 02-014, 02-015, 02-016, 02-017, 02-018, 02-019, 02-020	Access to Work No. 8 during construction	Work Nos. 6 and 8
02-030	Access to Work No. 10 during construction including works to the public highway and visibility splays	Work Nos. 9 and 10
03-052, 03-055, 03-057, 03-058, 04-068, 04-069, 04-071, 04-076	Access to Work No. 12 during construction	Work Nos. 12 and 12a
05-094, 05-095, 06-099, 06-102, 06-104	Temporary construction compounds and laydown areas with a total maximum area of 37,500 square metres and access to Work Nos. 12 and 14 during construction including works to the public highway and visibility splays	Work Nos. 12, 13 and 14

In the County of Denbighshire:

(1) *Number of plot shown on land plan (onshore)*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of authorised project*
09-160, 09-162, 09-163, 09-	Temporary construction	Work Nos. 17 and 18

164, 09-165	compound and laydown area of up to 22,500 square metres and access to Work No. 17 during construction including works to the public highway and visibility splays	
09-166, 09-167	Temporary works to the public highway including visibility splays	Work No. 19
11-197a, 11-223b, 11-228, 11-229a, 11-230, 11-230a, 11-233, 11-233a, 11-233b, 11-234, 1-234a, 11-234b, 11-236	Access during construction including works to the public highway and visibility splays	Work Nos. 22, 22a, 27, 28, 29 and 30
11-197b	Onshore site preparation works	Work No. 27
11-228, 11-229	Temporary construction compound and laydown area of up to 7,100 square metres	Work Nos. 22, 22a, 27, 28, 29 and 30
11-221a	Temporary construction area to facilitate the construction of permanent access	Work Nos. 27 and 29
11-215, 11-218, 11-218a	Temporary landscaping, ecological and environmental works in relation to the substation construction	Work Nos. 22, 22a and 31

SCHEDULE 8

Article 21

Land in which only new rights etc. may be acquired

In the County of Conwy:

(1) *Number of plot shown on land plan (onshore)*	*(2)* *Purpose for which rights may be acquired*
02-033; 03-037; 03-045; 03-047; 03-049; 03-050; 03-060; 03-062; 03-063; 04-067; 04-070; 04-074; 04-078; 05-080; 05-083; 05-084; 05-087; 05-088; 05-091; 05-093; 06-097; 06-100; 06-106a; 06-103; 06-105; 06-106; 06-108; 07-109; 07-111; 07-117; 07-120; 07-125; 07-127; 07-129; 07-133; 08-136; 08-146	Cable rights and restrictive covenants 1.Cable rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to open cut trenching or trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, and break open and break up the surface of the land, restore and remain with or without plant, vehicles,

	machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for the authorised project; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and connection into any adjacent cables and associated works, to take plant and equipment on to adjoining land; (e) construct and install the cables and thereafter use the land for all necessary purposes for the construction, commissioning, testing, repair and maintenance of the cables in, on or under the land; (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal, testing and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out; (i) effect access to the highway including creation of temporary visibility splays; (j) make such investigations in or on the land as are required; (k) fell, lop, cut or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the installation and operation of the cables; (l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or reinstate any existing drainage scheme on the land; (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media

	(including the pipes, cables or conduits or apparatus of statutory undertakers); (n) remove fences and structures within the land during any period in which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (o) store and stockpile materials (including excavated material); (p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance, repair, replacement or decommissioning and reinstatement of the land; (q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (r) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair, renewal or decommissioning is being carried out; (s) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; (t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; (u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect replacement underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; (v) to construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; and (w) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land. 2. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to: (a) prevent anything being done in or upon the land or any part thereof for the purpose of the erection of any buildings or

	construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything being done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project); (c) to prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6 metres for the purposes of arable farming) or are required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker; (d) to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access and maintain the relevant part of the authorised project); (e) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised project; (f) to prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised project; and (g) to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or enhancement including any ploughing or grazing without the prior written consent of the undertaker.
02-012; 02-021; 02-021a; 02-022; 02-023; 02-024; 02-025; 02-026; 02-027; 02-028; 02-029; 02-031; 02-034; 02-035; 02-036; 03-061; 04-065; 04-073; 05-082; 06-096; 06-098; 06-101; 07-110; 07-126; 08-135; 08-140	Cable rights under existing infrastructure and restrictive covenants 1. Cable rights under existing infrastructure Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in or under the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling;

	(b) enter, be on, and remain on the land with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for the authorised project; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and connection into any adjacent cables and associated works, to take plant and equipment on to adjoining land; (e) construct and install the cables and thereafter use the land for all necessary purposes for the construction, commissioning, testing, repair and maintenance of the cables in or under the land; (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out; (i) effect access to the highway including creation of temporary visibility splays; (j) make such investigations in or on the land as are required; (k) fell, lop, cut or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the installation or operation of the cables; (l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or reinstate any existing drainage scheme on the land; (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead

	electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (n) remove fences and structures within the land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (o) store and stockpile materials (including excavated material); (p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to reinstate the land; (q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (r) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal or decommissioning is being carried out; (s) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; (t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; (u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect replacement underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; (v) to construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; and (w) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land. 2. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to:

	(a) prevent anything being done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto) other than those related to works for the benefit of existing highway or railway infrastructure; (b) to prevent anything to be done by way of excavation of any kind in the land nor any activities which would alter, increase or decrease ground cover or soil levels by greater than one metre whatsoever without the consent in writing of the undertaker, save where such works are reasonably required for the exercise of statutory functions or rights in relation any public highway or railway on the land and will not damage, undermine or interfere with the cables; (c) to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access and maintain the relevant part of the authorised project); (d) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised project; and (e) to prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised project.
02-032	Cable rights, transition joint bay rights and restrictive covenants 1. Cable rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, and break open and break up the surface of the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for the authorised project; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying

	down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing and replacing the cables; (e) construct and install the cables and thereafter use the land for all necessary purposes for the construction, commissioning, testing, repair and maintenance of the cables in, on or under the land; (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal or decommissioning is being carried out; (i) effect access to the highway including creation of temporary visibility splays; (j) make such investigations in or on the land as are required; (k) fell, lop, cut or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the installation and operation of the cables; (l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or reinstate any existing drainage scheme on the land; (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (n) remove fences and structures within the land during any period in which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights);

	(o) store and stockpile materials (including excavated material); (p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance, repair, replacement or decommissioning and reinstatement of the land; (q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (r) lay out temporary paths and bridleways for public use; (s) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna; (t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; and (u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect replacement underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land. 2.Transition joint bay rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace transition joint bays. 3. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to: (a) prevent anything being done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything being done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project); (c) to prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required for agricultural activities

	(being ploughing to no deeper than 0.6 metres for the purposes of arable farming) or are required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker; (d) to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access and maintain the relevant part of the authorised project); (e) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised project; (f) to prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised project; and (g) to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or enhancement including any ploughing or grazing without the prior written consent of the undertaker.
03-038; 03-046; 03-048; 03-051; 03-053; 03-054; 03-056; 03-059; 03-064; 04-066; 04-072; 04-075; 04-077; 04-079; 05-081; 05-085; 05-086; 05-089; 05-090; 05-092; 06-107; 07-116; 07-128; 07-134; 08-147; 08-148	Cable corridor access rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the authorised project, the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the cables and connection into any adjacent cables and associated works, to take plant and equipment on to adjoining land and make such investigations in or on the Land which is ancillary for the purposes of exercise of the rights; (b) to construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; (c) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out; (d) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land; (e) place and use plant, machinery, structures and temporary structures within the land, and to erect temporary signage and provide measures for the benefit of public and personnel safety;

	(f) fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land; (g) repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping; (h) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure; and (i) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out.
03-039; 03-040; 03-041; 03-042; 03-043; 03-044; 07-112; 07-113; 07-114; 07-115; 07-118; 07-119; 07-121; 07-122; 07-123; 07-124; 07-130; 07-131; 07-132; 08-141; 08-142; 08-143; 08-144; 08-145; 08-149	Hedgerow enhancement rights and restrictive covenants 1. Hedgerow enhancement rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the authorised project; (b) to use, maintain and improve a permanent means of access and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the landscaping and mitigation land, adjoining land and highway; (c) place and use plant, machinery, structures and temporary structures within the land and to erect temporary signage and provide measures for the benefit of the public and personnel safety; (d) fell, lop, cut or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land for the purpose of enabling the right to pass and re-pass to adjoining land; (e) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other hedgerow enhancement works together with the right to maintain, inspect and replant such trees, shrubs and landscaping; and (f) the installation of temporary barriers for the protection of fauna. 2. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of the hedgerow enhancement works without the prior written consent of the undertaker or as authorised by a planning permission or consent granted over the land.

In the County of Denbighshire:

(1) *Number of plot shown on land plan (onshore)*	*(2)* *Purpose for which rights may be acquired*
08-146, 08-150; 08-154; 09-157; 09-158; 09-159; 09-168; 09-169; 09-171; 09-172; 09-173a; 09-173b; 09-174; 09-175; 09-176; 09-177; 09-178; 10-179; 10-180; 10-183; 10-184; 10-185; 10-188	Cable rights and restrictive covenants 1. Cable rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, and break open and break up the surface of the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for the authorised project; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and connection into any adjacent cables and associated works, to take plant and equipment on to adjoining land; (e) construct and install the cables and thereafter use the land for all necessary purposes for the construction, commissioning, testing, repair and maintenance of the cables in, on or under the land; (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any

	period during which construction, maintenance, repair or renewal is being carried out; (i) effect access to the highway including creation of temporary visibility splays; (j) make such investigations in or on the land as are required; (k) fell, lop, cut or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the installation and operation of the cables; (l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or reinstate any existing drainage scheme on the land; (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus, public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (n) remove fences and structures within the land during any period in which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (o) store and stockpile materials (including excavated material); (p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance, repair, replacement or decommissioning and reinstatement of the land; (q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (r) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair, renewal or decommissioning is being carried out; (s) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna;

	(t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; (u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect replacement underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; (v) to construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; and (w) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land. 2. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to: (a) prevent anything being done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything being done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project); (c) to prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6 metres for the purposes of arable farming) or are required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker; (d) to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access and maintain the relevant part of the authorised project); (e) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised project; (f) to prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage

	the authorised project; and (g) to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or enhancement including any ploughing or grazing without the prior written consent of the undertaker.
08-153; 09-173; 10-182; 11-189	Cable rights under existing infrastructure and restrictive covenants 1. Cable rights under existing infrastructure Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in or under the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, and remain on the land with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for the authorised project; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and connection into any adjacent cables and associated works, to take plant and equipment on to adjoining land; (e) construct and install the cables and thereafter use the land for all necessary purposes for the construction, commissioning, testing, repair and maintenance of the cables in or under the land; (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety; (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas; (h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate,

	trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out; (i) effect access to the highway including creation of temporary visibility splays; (j) make such investigations in or on the land as are required; (k) fell, lop, cut or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed would obstruct or interfere with the installation or operation of the cables; (l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or reinstate any existing drainage scheme on the land; (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers); (n) remove fences and structures within the land during any period during which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights); (o) store and stockpile materials (including excavated material); (p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance repair, replacement or decommissioning and to reinstate the land; (q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order; (r) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal or decommissioning is being carried out; (s) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise

	alleviation measures and the installation of temporary barriers for the protection of fauna; (t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife; (u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect replacement underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land; (v) to construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; and (w) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land. 2. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to: (a) prevent anything being done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto) other than those related to works for the benefit of existing highway or railway infrastructure; (b) to prevent anything to be done by way of excavation of any kind in the land nor any activities which would alter, increase or decrease ground cover or soil levels by greater than one metre whatsoever without the consent in writing of the undertaker, save where such works are reasonably required for the exercise of statutory functions or rights in relation any public highway or railway on the land and will not damage, undermine or interfere with the cables; (c) to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access and maintain the relevant part of the authorised project); (d) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised project; and (e) to prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised project.
08-148; 08-151; 08-152; 09-161; 09-170; 10-181; 10-186; 10-	Cable corridor access rights Rights for the purposes of the construction, installation, operation,

187; 11-196; 11-221; 11-231; 11-232; 11-235	maintenance and decommissioning of the authorised project to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the authorised project, the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the cables and connection into any adjacent cables and associated works, to take plant and equipment on to adjoining land and make such investigations in or on the Land which is ancillary for the purposes of exercise of the rights; (b) to construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the Cable corridor access rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the authorised project, the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the cables and connection into any adjacent cables and associated works, to take plant and equipment on to adjoining land and make such investigations in or on the Land which is ancillary for the purposes of exercise of the rights; (b) to construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; (c) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out; (d) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land; (e) place and use plant, machinery, structures and temporary structures within the land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; (f) fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land; (g) repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping; (h) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure; and (i) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are

	interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out.
08-149; 09-155; 09-156; 11-193; 11-194; 11-195, 11-195a	Hedgerow enhancement rights and restrictive covenants 1.Hedgerow enhancement rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the authorised project; (b) to use, maintain and improve a permanent means of access and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the landscaping and mitigation land, adjoining land and highway; (c) place and use plant, machinery, structures and temporary structures within the land and to erect temporary signage and provide measures for the benefit of the public and personnel safety; (d) fell, lop, cut or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land for the purpose of enabling the right to pass and re-pass to adjoining land; (e) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other hedgerow enhancement works together with the right to maintain, inspect and replant such trees, shrubs and landscaping; and (f) the installation of temporary barriers for the protection of fauna. 2. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of the hedgerow enhancement works without the prior written consent of the undertaker or as authorised by a planning permission or consent granted over the land.
11-191; 11-192; 11-214	Landscaping and ecological mitigation works rights and restrictive covenants 1. Landscaping and ecological mitigation works rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other landscaping and ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping; (b) install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance, remediation works for environmental or ecological mitigation

	or enhancement works, including temporary works and the installation of temporary barriers for the protection of fauna; (c) place and use plant, machinery, structures and temporary structures within the land and to erect temporary signage and provide measures for the benefit of the public and personnel safety; (d) fell, lop, cut or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land for the purpose of enabling the right to pass and re-pass to adjoining land; and (e) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land in accordance with any necessary licences relating to protected species and/or wildlife. 2. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of landscaping or ecological mitigation measures or works or areas of habitat creation including any ploughing or grazing, during the period within which the undertaker is bound by any consent or licence to maintain that ecological mitigation measures or works or areas of habitat creation, without the prior written consent of the undertaker.
11-198; 11-200; 11-201; 11-202; 11-203; 11-204; 11-205; 11-206; 11-207; 11-226; 11-227	National Grid connection rights and restrictions 1.Rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) lay down, install, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to trenchless installation techniques including (but not limited to) directional drilling; (b) enter, be on, and break open and break up the surface of the land and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables; (c) to benefit from continuous vertical and lateral support for the authorised project; (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting the authorised project and for removing and replacing the cables; (e) to use, maintain, renew improve and alter existing accesses,

	roads, streets, tracks or ways over the land, providing that such use is not exclusive and exercise of this right must not prevent or unreasonably inhibit use by other parties; (f) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out; (g) place and use plant, machinery, structures and temporary structures within the land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; (h) fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land; (i) remove and discharge water from the land and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the land; and (j) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers). 2. Restrictive covenants A restrictive covenant over the land for the benefit of the remainder of the Order land to: (a) prevent anything being done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto); (b) prevent anything being done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project); (c) to prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6 metres for the purposes

	of arable farming) or are required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker; (d) to prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access and maintain the relevant part of the authorised project); (e) to prevent anything being done which may interfere with free flow and passage of electricity or telecommunications through the cables or support for the authorised project; (f) to prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised project; and (g) to prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or enhancement including any ploughing or grazing without the prior written consent of the undertaker.
11-221; 11-222; 11-223; 11-224; 11-225; 11-231; 11-232; 11-235	National Grid substation access rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of laying down, installing, adjusting, altering, constructing, using, maintaining, repairing, renewing, inspecting the authorised project and for removing and replacing the cables and substation; (b) to use, maintain, renew improve and alter existing accesses, roads, streets, tracks or ways over the land, providing that such use is not exclusive and exercise of this right must not prevent or unreasonably inhibit use by other parties; (c) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out; (d) place and use plant, machinery, structures and temporary structures within the land, and to erect temporary signage and provide measures for the benefit of public and personnel safety; (e) fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land; (f) remove and discharge water from the land and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts,

	mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, to lay down, install, adjust, alter, construct, create, use, maintain, repair, renew, upgrade, inspect, remove and replace a drainage scheme on the land; and (g) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers).
11-221; 11-231; 11-232; 11-235	Landscaping and ecological mitigation land access rights Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the inspection, maintenance, renewal, upgrading, replacement and removal of the landscaping and ecological mitigation works; (b) to use, maintain and improve a permanent means of access and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the landscaping and mitigation land, adjoining land and highway; and (c) fell, lop, cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the access area for the purpose of enabling the right to pass and re-pass to the landscaping and ecological mitigation land.

SCHEDULE 9

Article 21

Modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictions

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or imposition of a restriction as they apply as respects compensation for the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the following modification-

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

"(5) (a) If—

(a) the acquiring authority enters on land for the purposes of exercising a right in pursuance of a notice of entry under section 11(1) of the Compulsory Purchase Act 1965 (as modified by paragraph 5(5) of Schedule 9 to the Mona Offshore Wind Farm Order 2025).

(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the Compulsory Purchase Act 1965 (as substituted

by paragraph 5(8) of Schedule 8 to the Mona Offshore Wind Farm 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 sub-section (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right."

3.—(1) Without limitation on the scope of paragraph (1), the Land Compensation Act 1973(**a**) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5(3) of this Schedule—

(a) for "land is acquired or taken from" substitute "a right or restriction 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 restriction enforceable.

Application of Part 1 of the 1965 Act

4.—(1) Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 26 (modification of Part 1 of the 1965 Act) to the acquisition of land under article 19 (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 restriction under article 21 (compulsory acquisition of rights)—

(a) with the modifications specified in sub-paragraph 4(2); and

(b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in sub-paragraph (1) are as follows.

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

(a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or

(b) the land over which the right is or is to be exercisable, or the restriction is 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 restriction 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) (conveyance of the land or interest);

(c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land);

(**a**) 1973 c. 26.

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 restriction which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11 (powers of entry) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right or restriction, as well as the notice of entry required by sub-section (1) of that section (as it applies to a compulsory acquisition), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restriction; and sections 11A(**a**) (powers of entry: further notices of entry), 11B(**b**) (counter-notice requiring possession to be taken on specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20 (tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restriction in question.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 24(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

Section 8

COUNTER-NOTICE REQUIRING PURCHASE OF LAND NOT IN NOTICE TO TREAT

Introduction

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or a restriction affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 24 (application of the 1981 Act) of the Mona Offshore Wind Farm Order 2025 in respect of the land to which the notice to treat relates.

(2) But see article 25 (acquisition of subsoil only) of the Mona Offshore Wind Farm Order 2025 which excludes the acquisition of subsoil only from this Schedule.

2. In this Schedule, "house" includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory ("the owner") may serve a counter-notice requiring the acquiring authority to purchase the owner's interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

(**a**) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c. 22).
(**b**) Section 11B was inserted by section 187(2) of the above Act (c. 22).

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

(a) withdraw the notice to treat;

(b) accept the counter-notice; or

(c) refer the counter-notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served ("the decision period").

7. If the authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority do not serve notice of a decision within the decision period 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 authority serve notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by the Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restriction would—

(a) in the case of a house, building or factory, cause material detriment to the house, building or factory; or

(b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making the determination, the Upper Tribunal must take into account—

(a) the effect of the acquisition of the right or the imposition of the covenant;

(b) the use to be made of the right or covenant proposed to be acquired or imposed; and

(c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10 it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

13. If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring authority may at any time within the period of six weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph it must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawing of the notice.

15. Any dispute as to the compensation is to be determined by the Upper Tribunal."

SCHEDULE 10

Article 39

Protective provisions

PART 1

Protection of electricity, gas, water and sewerage undertakers

1. For the protection of the undertakers referred to in this Part the following provisions must, unless otherwise agreed in writing between the undertaker and the affected undertaking concerned, have effect.

2. In this Part—

"affected undertaker" means—

(a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;

(b) a gas transporter within the meaning of Part 1 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 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;

"alternative apparatus" means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means—

(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989) belonging to or maintained by that licence holder;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;

(c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by the affected undertaker for the purposes of water supply; and any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A (agreements to adopt water main or service pipe at future date) of the Water Industry Act 1991 at the time of the works mentioned in this Part; and

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the sewerage undertaker under the Water Industry Act 1991; and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at future date) of that Act;

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"functions" includes powers and duties; and

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land.

3. This Part 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.

Acquisition of land

4. Regardless of any provision of this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed that apparatus must not be removed under this Part, and any right of an affected undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the affected undertaker in question 28 days' written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an affected undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the affected undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, the affected undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use 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 must be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 45 (arbitration).

(5) The affected undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 45 (arbitration), and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected 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 controlled by the undertaker, that work, instead of being executed by the affected undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the affected undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

Facilities and rights for alternative apparatus

6.—(1) Where, in accordance with the provisions of this Part, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the affected undertaker in question or in default of agreement settled by arbitration in accordance with article 45 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the affected undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that affected undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in sub-paragraph 5(2) that are required within 15 metres, or will or may affect, any apparatus the removal of which has not been required by the undertaker under sub-paragraph 5(2) the undertaker must submit to the affected undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the affected undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the affected undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) are to be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) is submitted to it.

(4) If an affected undertaker, in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, the provisions of this Part apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the affected undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

Expenses and costs

8.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus (including costs or compensation payable in connection with the acquisition of land for that purpose) which may be required in consequence of the execution of any such works as are referred to in sub-paragraph 5(2).

(2) The value of any apparatus removed under the provisions of this Part must be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in accordance with the provisions of this Part—

(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 45 (arbitration) to be necessary then, if such placing involves cost exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus must 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 must be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an affected 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 affected 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.

9.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 5(2) any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of 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 affected undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that affected undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker;

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) An affected undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker and, if such consent is withheld, the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Miscellaneous

10. Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and an affected undertaker in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

11. Any difference or dispute arising between the undertaker and the affected undertaker under this Part must, unless otherwise agreed in writing between the undertaker and the affected undertaker, be determined by arbitration in accordance with article 45 (arbitration).

PART 2

Protection for operators of electronic communications code networks

12. For the protection of any operator, the following provisions shall, unless otherwise agreed in writing between the undertaker and the operator, have effect.

13. In this Part—

"the 2003 Act" means the Communications Act 2003;

"conduit system" has the same meaning as in the electronic communications code and references to providing a conduit system I construed in accordance with paragraph 1(3A) of that code;

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"electronic communications code" has the same meaning as in Chapter 1 of Part 2 (networks, services and the radio spectrum) of the 2003 Act;

"electronic communications code network" means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the undertaker is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

"operator" means the operator of an electronic communications code network.

14. The exercise of the powers conferred by article 30 (statutory undertakers) is subject to Part 10 of Schedule 3A (the electronic communications code) to the 2003 Act.

15.—(1) Subject to sub-paragraphs (2) to (4), if as a result of the authorised development or its construction, or of any subsidence resulting from the authorised development—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development, or other property of an operator); or

(b) there is any interruption in the supply of the service provided by an operator;

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it by reason, or in consequence of, any such damage or interruption.

(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 and, if such consent is withheld, the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this Part must be referred to and settled by arbitration under article 45 (arbitration).

(5) This Part does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised project.

(6) Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

PART 3

For the protection of Dŵr Cymru Cyfyngedig (DC)

16. For the protection of DC referred to in this Part 3 of Schedule 10, the following provisions, unless otherwise agreed in writing between the undertaker and DC, have effect.

17. In this Part of this Schedule—

"accessories" has the same meaning as that set out in section 219 WIA 1991 but also includes any feature or aspect of a design that is intended to receive or facilitate the receipt of rainwater or surface water and which is part of a sustainable drainage system;

"DC apparatus" means all apparatus or accessories vested in or belonging to DC for the purpose of carrying on its statutory undertaking including reservoirs, water treatment works and waste water treatment works;

"clearance area" means the area of land—

(a) within 3 metres either side of the centre line of any DC apparatus that is less than 300mm in diameter; or

(b) within 6 metres either side of a DC apparatus where the DC apparatus is 300mm in diameter or more;

"DC" means Dŵr Cymru Cyfyngedig, a limited company registered in Wales under Company No. 2366777 and having its registered office at Dwr Cymru Welsh Water, Linea, Fortran Road, St Mellons, Cardiff, Wales, CF3 0LT or its properly authorised agents or sub-contractors;

"draft specification" means a detailed plan, cross-section and description of the works to be prepared by the undertaker (including, without limitation, a method statement and risk assessment setting out the intention in respect of the works, construction methods and programmes, position of the affected DC apparatus and intended works;

"emergency works" has the same meaning as in section 52 of the 1991 Act;

"functions" has the same meaning as in section 219 WIA 1991 and includes powers and duties;

"in" in a context referring to DC apparatus in land includes a reference to DC apparatus under, over or upon land;

"sustainable drainage system" means any structure designed to receive rainwater and other surface water where such structure includes any feature or aspect of design that is intended to receive or facilitate the receipt of rainwater except a public sewer or a natural watercourse;

"WIA 1991" means the Water Industry Act 1991(**a**); and

(**a**) 1991 c. 56.

"works" means any works forming part of the authorised development in, on, over or under any land purchased, held, or used under this Order that are within 15 metres measured in any direction of any DC apparatus, or reasonably likely to affect any DC apparatus together with all ancillary actions relating hereto, and

for the avoidance of doubt, all other terms are as defined in Part 3 of this Schedule or article 2 (interpretation) of this Order.

18.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker is not to acquire any DC apparatus or its accessories or override or extinguish any easement or other interest of DC or acquire any land or other interest of DC identified in the book of reference or create any new rights over the same otherwise than by agreement with DC (not to be unreasonably withheld or delayed) in accordance with the provisions of this Schedule.

(2) Sub-paragraph (1) does not apply to the powers conferred on the undertaker by this Order to interfere temporarily with DC's rights to access DC apparatus or accessories but subject always to paragraphs 7 and 8 of this Part and to the undertaker giving DC 28 days' notice of such interference.

Precedence of the WIA 1991

19.—(1) Regardless of any provision of this Order and this Schedule the undertaker must comply fully with all provisions of the WIA 1991 in relation to any use of, any connection with or any actions or omissions which in any way affect the DC apparatus and nothing in this Order releases the undertaker from the requirement to comply with the provisions of the WIA 1991 in relation to any use of, any connection with or any actions or omissions which in any way affect the DC apparatus, including without limitation—

(a) sections 41-44 of the WIA 1991 in respect of water main requisitions;

(b) section 45 of the WIA 1991 in respect of any connections to a water main;

(c) sections 98-101 of the WIA 1991 in respect of sewer requisitions;

(d) section 102 of the WIA 1991 in respect of the adoption of sewers and disposal works;

(e) section 104 of the WIA 1991 in respect of the adoption of any sewers, drains or sewage disposal works as part of the development;

(f) sections 106 to 109 of the WIA 1991 (inclusive) in respect of any connections to public sewers;

(g) section 111 of the WIA 1991 in respect of the restrictions on use of public sewers;

(h) sections 158 and 159 of the WIA 1991 in respect of statutory rights of access to DC apparatus;

(i) section 174 of the WIA 1991 in respect of offences of interference with works etc;

(j) section 178 of the WIA 1991 in respect of obstruction of sewerage works etc;

(k) section 185 of the WIA 1991 in respect of the removal, diversion or alteration of DC apparatus.

(2) The arbitration provisions at article 45 (arbitration) of this Order must not apply where DC uses a warrant of entry in accordance with the provisions of the WIA 1991.

Protection of DC apparatus

20.—(1) Not less than 28 days before starting the execution of any works that are within the clearance area or will, or could reasonably foreseeably affect, any DC apparatus the removal or alteration of which has not been required by the undertaker under paragraph 19(l), the undertaker must submit to DC written notice together with a draft specification. For the purposes of preparing the draft specification DC must, following a written request and subject to such reasonable conditions as may be imposed by DC (including in respect of payment of its reasonable costs in

meeting the request), provide the undertaker with copies of such plans and records of its apparatus as may be held by DC.

(2) DC is to examine the draft specification submitted under sub-paragraph (1) and give its written consent or proposed amendments (each not to be unreasonably withheld or delayed) to the draft specification (including the proposed commencement date and anticipated completion date) within 28 days from the date of receipt (and in the event of amendments the process in this sub-paragraph (2) will be repeated where those amendments are not accepted by the undertaker). For the avoidance of doubt, DC's proposed amendments may include such reasonable requirements for the alteration (including but not limited to the extension of DC apparatus) or otherwise for the protection of DC apparatus, or for securing access to it.

(3) If after the expiry of 28 days DC has not communicated approval or disapproval under sub-paragraph (2), the undertaker may write to DC at PlanandProtect@dwrcymru.com or such other address as DC may appoint instead for that purpose and notify the undertaker in writing clearly stating that no response has been received from DC under sub-paragraph (2) and that a response must be provided to the undertaker within 14 days from the date of receipt of the correspondence sent under this sub-paragraph (3) and if no response is received within 14 days from the date of receipt DC is deemed to have approved the plans as supplied under sub-paragraph (2).

(4) Once approved under sub-paragraph (2) or (3), the draft specification is to become the specification and the works are to be executed only in accordance with the specification and such reasonable requirements as may be made in accordance with sub-paragraph (2) and DC is entitled to watch and inspect the execution of those works.

(5) Nothing in this paragraph 20 precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a draft specification instead of the draft specification previously submitted, and having done so the provisions of this paragraph 20 apply to and in respect of the new draft specification.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency provided it has complied with paragraph 8 below save that the undertaker is to comply with sub-paragraphs (1) and (4) above in so far as is reasonably practicable in the circumstances.

(7) DC may opt to carry out any temporary and/or protective works specified under sub-paragraph (2) to DC apparatus, and if DC opts to do so it will—

(a) agree the scope and timings of the works with the undertaker (and the undertaker must not unreasonably withhold or delay its agreement to the same);

(b) provide an invoice together with supporting evidence of the estimated costs of the works on the basis of which it is to agree with undertaker the reasonable costs of the works to be met by the undertaker;

(c) following agreement and payment of the costs, DC will as soon as reasonably practicable carry out and complete the works; and

(d) notify the undertaker immediately in writing upon completion of the temporary and/or protective works.

(8) Where DC apparatus will be affected by the works the undertaker must determine the exact location of DC apparatus prior to any works being carried out by the undertaker.

(9) The undertaker must give DC at least 7 days' advance written notice of making any trial holes within 15 metres measured in any direction of any DC apparatus which must include details of the timings and location of the trial holes and allow a representative of DC to attend and observe these works.

(10) Any affected DC apparatus which is no longer required by DC but is not removed shall be transferred to the undertaker by way of a deed of transfer from DC at the undertaker's expense and on such terms as DC reasonably requires.

Suspension of works

21.—(1) DC is entitled to instruct the undertaker to suspend the relevant works if in DC's reasonable and proper opinion the actions of the undertaker, or those of its contractor(s) or

subcontractor(s) in carrying out the works, have caused damage to any DC apparatus. In the event of such instruction being given by DC—

(a) the undertaker must procure that it and its contractor(s) and subcontractor(s) shall forthwith suspend or cease the works having due regard to health and safety factors and shall discuss and agree with DC the remedial actions required prior to resuming the works;

(b) the undertaker and DC must act reasonably and without delay in discussing and agreeing any remedial actions required prior to resuming the works;

(c) DC must submit to the undertaker within 5 days following the suspension, a written notice specifying the reasons for suspending the works;

(d) in the event that DC fails to supply the written notice within 5 days of suspension DC's instruction to suspend the works will be void and the undertaker will be entitled to recommence the works; and

(e) DC must commence, carry out and complete any remedial works pursuant to this sub-paragraph (1), as soon as reasonably practicable and DC must give the undertaker notice immediately upon completion of such remedial works and on receipt of such notice the undertaker is entitled to resume the works.

(2) DC is entitled to reclaim all reasonable costs of all remedial works undertaken in accordance with this paragraph 21.

Co-Operation

22.—(1) In the event that either the undertaker or DC (for the purpose of this paragraph 22 "the party" or together "the parties") wishes to take any action which would impact on the ability of the undertaker to carry out the authorised development or DC to carry out its statutory functions, the parties must use reasonable endeavours to cooperate with one another in order to align work streams so to minimise or avoid disruption to the other party's works. In respect of the references to 'work' and 'works' in this sub-paragraph 7(1), to the extent that this refers to 'work' or 'works' to be undertaken by DC, the definition of works in paragraph 2 of this Part does not apply.

(2) Subject to paragraph 23, differences or disputes arising between the undertaker and DC under this Schedule will, unless otherwise agreed in writing between the undertaker and DC, be determined by arbitration in accordance with article 45 (arbitration) of the Order.

(3) For the avoidance of doubt whenever DC'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 DC is required, it must not be unreasonably withheld or delayed.

Emergency Works

23.—(1) The undertaker is permitted to carry out emergency works provided that it first notifies DC of the proposed emergency works. For the avoidance of doubt, in the event that DC suffers any loss, cost or damage as a result of the emergency action taken by the undertaker without prior notification the indemnity in paragraph 24 will apply.

(2) DC must at all times be permitted to carry out any emergency works in relation to its DC apparatus within the Order limits in accordance with Part II Schedule 6 WIA 1991.

(3) Emergency works required in order for DC to fulfil its statutory functions under sub-paragraph (2) take precedence over works to be carried out by the undertaker and, in such circumstances, the undertaker must reschedule its works accordingly.

(4) In respect of the references to 'work' and 'works' in this paragraph 8, to the extent that this is 'work' or 'works' to be undertaken by DC, the definition of works in paragraph 2 of this Part does not apply.

Damage to DC apparatus

24.—(1) If, for any reason or in consequence of the construction of any of the works, any damage is caused to any DC apparatus (other than DC apparatus, the repair of which is not reasonably necessary in view of its intended removal for the purposes of the works), or there is any interruption in any service provided, or in the supply of any goods, by DC, the undertaker must—

(a) bear and pay on demand accompanied by an invoice or claim by DC the cost reasonably and properly incurred and documented by DC in making good any damage or restoring the supply; and

(b) make reasonable compensation to DC for any other expenses, loss, damages, penalty or costs incurred by DC, by reason or in consequence of any the damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect of—

(a) any damage or interruption to the extent that it is attributable to the act, neglect or default of DC, its officers, employees, contractors or agents; and / or

(b) 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.

(3) DC must give the undertaker reasonable notice of any such claim or demand and no settlement, admission of liability or compromise or demand is to be made without the consent of the undertaker.

(4) Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and DC in respect of any DC apparatus laid or erected in land belonging to the undertaker on the date on which the Order is made.

(5) DC must use its reasonable endeavours to mitigate in whole or in part and to minimise any claims, costs, expenses, losses, damages, demands, and penalties to which the indemnity under this paragraph 24 applies. If requested to do so by the undertaker, DC must provide an explanation of how the claim has been minimised. The undertaker will only be liable under this paragraph 9 for claims reasonably incurred by DC.

PART 4

For the protection of SP Manweb as electricity undertaker

Application

25. The following provisions have effect for the protection of SP Manweb unless otherwise agreed in writing between the undertaker and SP Manweb.

Interpretation

26. In this Part of this Schedule—

"alternative apparatus" means appropriate alternative apparatus to enable SP Manweb to fulfil its statutory functions in a manner no less efficient than previously (to the reasonable satisfaction of SP Manweb);

"apparatus" means electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by SP Manweb together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of SP Manweb for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised development" has the same meaning as is given to the term "authorised development" in article 2 (interpretation) of this Order and includes any associated

development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development and construction of any works authorised by this Part of this Schedule;

"commence" has the same meaning as in article 2 of this Order and commencement must be construed to have the same meaning;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"functions" includes powers and duties;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"maintain" and "maintenance" includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of SP Manweb including construct, use, repair, alter, inspect, renew or remove the apparatus;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"SP Manweb" means SP Manweb PLC (Company No. 02366937) whose registered office is at 3 Prenton Way, Prenton, CH43 3ET or any successor company;

"specified works" means any of the authorised development or activities undertaken in association with the authorised development which:

(a) will or may be situated under, over or within 15 metres (measured in any direction) of any apparatus the removal of which has not been required by the undertaker under paragraph 29(2) or otherwise;

(b) is reasonably likely to adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 5(2) or otherwise; and/or

(c) include any of the activities that are referred to in SP Manweb's polices for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines" and guidance note 47 "Avoiding Danger from Underground Services".

On Street Apparatus

27. Except for paragraphs 31, 32 and 33 of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of SP Manweb, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and SP Manweb are regulated by the provisions of Part 3 of the 1991 Act.

Acquisition of land

28.—(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 or take temporary possession of any land interest of SP Manweb or appropriate, acquire, extinguish, interfere with or override any easement or other interest or right and/or apparatus of SP Manweb otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between SP Manweb and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of SP Manweb and/or affects the provisions of any enactment or agreement regulating the relations between SP Manweb and the undertaker in respect of any apparatus laid or

erected in land belonging to or secured by the undertaker, the undertaker must as SP Manweb reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between SP Manweb and the undertaker acting reasonably and which must be no less favourable on the whole to SP Manweb unless otherwise agreed by SP Manweb, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development.

(3) Where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by SP Manweb and/or other enactments relied upon by SP Manweb as of right or other use in relation to the apparatus, then the provisions in this Schedule must prevail.

(4) No agreement or consent granted by SP Manweb under any other paragraph of this Part of this Schedule constitutes agreement under sub-paragraph (1).

Removal of apparatus

29.—(1) If, in the exercise of the agreement reached in accordance with paragraph 4 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of SP Manweb 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 SP Manweb in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any specified 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 SP Manweb at least 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order SP Manweb reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to SP Manweb to its satisfaction (taking into account paragraph 30(1) below) the necessary facilities and rights—

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the use and maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, SP Manweb 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 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 SP Manweb and the undertaker.

(5) SP Manweb must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to SP Manweb of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or

exercised by SP Manweb and/or other enactments relied upon by SP Manweb as of right or other use in relation to the apparatus, then the provisions in this Schedule must prevail.

Facilities and rights for alternative apparatus

30.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for SP Manweb facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and SP Manweb and must be no less favourable on the whole to SP Manweb than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by SP Manweb.

(2) If the facilities and rights to be afforded by the undertaker and agreed with SP Manweb under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to SP Manweb than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 37 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to SP Manweb as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph, article 45 (arbitration) applies.

Retained apparatus: Protection of SP Manweb as Electricity Undertaker

31.—(1) Not less than 56 days before the commencement of any specified works the removal of which has not been required by the undertaker under paragraph 29(2), the undertaker must submit to SP Manweb a plan of the works to be executed and seek from SP Manweb details of the underground extent of their electricity tower foundations.

(2) In relation to specified works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15m of any apparatus, the plan to be submitted to SP Manweb under sub-paragraph (1) must include a method statement which, as far as is relevant, is consistent with the outline onshore construction method statement together with the outline code of construction practice or, in both cases, as subsequently updated and approved and provided by the undertaker to SP Manweb and show and describe—

(a) the exact position of the specified works;

(b) the level at which the specified works are proposed to be constructed or renewed;

(c) the manner of their construction or renewal;

(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) In relation to any specified works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity supports or 15 metres for 132kV apparatus or between any two or more adjacent electricity supports which are within the Order limits or within 10 metres of the Order limits, the plan to be submitted under sub-paragraph (1) must include a method statement which, in addition to the matters set out in sub-paragraph (2), must—

(a) describe details of any cable trench design including route, dimensions, clearance to support foundations;

(b) demonstrate that support foundations will not be affected prior to, during and post construction;

(c) describe load bearing capacities of trench supporting structures;

(d) describe details of cable installation methodology including access arrangements, jointing bays and backfill methodology;

(e) provide a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;

(f) provide written details of the operations and maintenance regime for the cable, including frequency and method of access;

(g) provide an assessment of earth rise potential if reasonably required by SP Manweb's engineers;

(h) provide evidence that trench collapse resistance and supporting structures bearing capacity are to be designed to 26 tonnes to take the weight of overhead line construction traffic.

(4) The undertaker must not commence any works to which sub-paragraph (2) or (3) applies until SP Manweb has given written approval of the plan so submitted provided that SP Manweb must not unreasonably delay notification of its approval or disapproval.

(5) Any approval of SP Manweb required under sub-paragraph (4)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (7) or (9); and

(b) must not be unreasonably withheld or delayed.

(6) If after the expiry of 56 days SP Manweb has not communicated approval or disapproval, SP Manweb is deemed to have approved the plans as supplied.

(7) In relation to any work requiring the submission of a plan under sub-paragraph (1), SP Manweb may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus and SP Manweb must notify the undertaker of such modifications within a period of 56 days beginning with the date on which the plan required under sub-paragraph (1) has been submitted to SP Manweb.

(8) Works requiring the submission of a plan under sub-paragraph (1) must only be executed in accordance with the plan as approved or as amended from time to time by agreement between the undertaker and SP Manweb and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (7) or (9) by SP Manweb for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and SP Manweb will be entitled to watch and inspect the execution of those works.

(9) Where SP Manweb reasonably requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to SP Manweb's reasonable satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and SP Manweb must give 56 days' notice of such works from the date of submission of a plan pursuant to sub-paragraph (1) (except in an emergency).

(10) If SP Manweb in accordance with sub-paragraphs (7) or (9) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs (1) to (3) and (7) to (9) apply as if the removal of the apparatus had been required by the undertaker under paragraph 29(2).

(11) 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 the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph must apply to and in respect of the new plan.

(12) The undertaker must not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to the SP Manweb notice as soon as is reasonably practicable and a plan of those works and must—

(a) comply with sub-paragraphs (7), (8) and (9) insofar as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (13) at all times.

(13) At all times when carrying out any works authorised under the Order, the undertaker must comply with statutory requirements and guidelines for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines" in relation to any apparatus and aligning with SP Manweb guidelines.

Expenses

32.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SP Manweb on demand all reasonable charges, costs and expenses reasonably incurred by SP Manweb in direct consequence of the execution of any authorised development including without limitation in respect of—

(a) any costs reasonably incurred by or compensation properly paid by SP Manweb in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by SP Manweb as a consequence of SP Manweb—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 29(3); and/or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting SP Manweb;

(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 (including any temporary protective works and their removal);

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 45 (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 SP Manweb by virtue of sub-paragraph (1) will be reduced by the amount of that excess

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus 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 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 SP Manweb in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on SP Manweb 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

33.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) 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 SP Manweb, or if there is any interruption in any service provided, or in the supply of any goods by SP Manweb, or SP Manweb becomes liable to pay any amount to any third party, the undertaker must—

(a) bear and pay on demand accompanied by an invoice or claim from SP Manweb the cost reasonably and properly incurred by SP Manweb in making good such damage or restoring the supply; and

(b) indemnify SP Manweb for any other expenses, loss, demands, proceedings, damages, claims, penalties or costs incurred by or recovered from SP Manweb, by reason or in consequence of any such damage or interruption or SP Manweb becoming liable to any third party as aforesaid other than arising from any default of SP Manweb,

provided that at all times SP Manweb will be under an obligation to take reasonable steps to mitigate its loss.

(2) The fact that any act or thing may have been done by SP Manweb on behalf of the undertaker or in accordance with a plan approved by SP Manweb or in accordance with any requirement of SP Manweb as a consequence of the authorised development or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this paragraph where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not materially accord with the approved plan (or as otherwise agreed between the undertaker and SP Manweb pursuant to paragraph 32).

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of SP Manweb, its officers, employees, contractors or agents;

(b) any authorised development and/or any other works authorised by this Part of this Schedule carried out by SP Manweb as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 7 (benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised development yet to be executed and not falling within this sub-paragraph 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph in respect of such new apparatus; and / or

(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.

(4) SP Manweb must give the undertaker reasonable notice of any claim or demand and no settlement, admission of liability or compromise or demand, unless payment is required in connection with a statutory compensation scheme, is to be made without first consulting the undertaker and considering its representations.

Enactments and agreements

34. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between SP Manweb and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and SP Manweb 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

35.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker or SP Manweb requires the removal of apparatus under paragraph 29(2) or SP Manweb makes requirements for the protection or alteration of apparatus under paragraph 31, 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 SP Manweb's undertaking and SP Manweb must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever SP Manweb'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 SP Manweb is required, it must not be unreasonably withheld or delayed.

Access

36. If in consequence of the agreement reached in accordance with paragraph 28(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable SP Manweb to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

37. Save for differences or disputes arising under paragraphs 29(1), 29(2), 29(4) and 31 any difference or dispute arising between the undertaker and SP Manweb under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and SP Manweb, determined by arbitration in accordance with article 45 (arbitration).

PART 5

For the protection of Wales and West Utilities

38. For the protection of Wales and West Utilities as referred to in this part of this Schedule the provisions of this Part have effect unless otherwise agreed in writing between the undertaker and Wales and West Utilities Limited.

39. In this Part—

"alternative apparatus" means alternative apparatus adequate to enable Wales and West Utilities to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any mains, pipes or other apparatus belonging to or maintained by Wales and West Utilities for the purposes of carrying out its statutory undertaking and includes any

structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"authorised development" has the same meaning as in article 2 (interpretation) of this Order and (unless otherwise specified) for the purposes of this Schedule shall include associated development and the construction, use, maintenance and decommissioning of the authorised development;

"functions" includes powers and duties;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

"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;

"protective works" means the underpinning, strengthening and any other works the purpose of which is to prevent damage that may be caused by the carrying out, maintenance or use of the authorised development for the purposes of paragraph 8 below;

"security infrastructure" includes cameras, perimeter fencing, fencing and gates and any other security measures required in order to ensure an appropriate level of security in respect of the authorised development or any apparatus;

"specified work" means so much of any of the works comprised in the authorised development or activities undertaken in association with the authorised development which:

(a) are in, on or under any land purchased, leased, held, appropriated or used under this Order, are within a Wales and West Utilities easement area for apparatus, are within the same section of highway as Wales and West apparatus or will or may affect any apparatus the removal of which is not required under paragraph 6 of this Schedule; and/or

(b) will or may be situated within 4 metres measured in any direction of any security infrastructure belonging to or maintained by Wales and West Utilities;

"Wales and West Utilities" means Wales and West Utilities Limited (Company No. 05046791) whose registered office is at Wales & West House, Spooner Close Coedkernew, Newport, South Wales, NP10 8FZ and includes any successor in title in respect of the apparatus or any successor gas transporter (within the meaning of Part 1 of the Gas Act 1986) within the area of the authorised development.

On street apparatus and offshore works

40. This Part does not apply to—

(a) apparatus in respect of which the relations between the undertaker and Wales and West Utilities are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; and

(b) the offshore works.

Apparatus in streets subject to temporary restriction

41. Regardless of the temporary restriction of use of streets under the powers conferred by article 12 (temporary restriction of use of streets), Wales and West Utilities is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to use and maintain any apparatus which at the time of the restriction was in that street.

Acquisition by agreement

42. Regardless of any provision of this Order or anything shown on the land plans, or contained in the book of reference to the Order, the undertaker must not (a) appropriate or acquire any apparatus or (b) appropriate, acquire or extinguish, interfere with or override any easement, other

interest or right and/or acquire any apparatus belonging to or maintained by Wales and West Utilities, otherwise than by agreement.

Removal of apparatus

43.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in, on or under any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that Wales and West Utilities' apparatus is relocated or diverted, that apparatus must not be removed under this Part, and any right of a utility undertaker to maintain that apparatus in that land and to gain access to it must not be extinguished or interfered with until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Wales and West Utilities in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works in, on or under any land purchased, leased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give Wales and West Utilities at least 28 days' written notice of that requirement, together with a plan, description 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 Wales and West Utilities reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (4), afford to Wales and West Utilities the necessary facilities and rights, for the construction of, and access to alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus along with any appropriate working areas.

(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, Wales and West Utilities must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part must be constructed in such manner and in such line or situation as may be agreed between Wales and West Utilities and the undertaker or in default of agreement settled by arbitration in accordance with article 45 (arbitration).

(5) Wales and West Utilities must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 45 (arbitration), and after the grant to Wales and West Utilities of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be removed under the provisions of this Part.

Facilities and rights for alternative apparatus

44.—(1) Where, in accordance with the provisions of this Part, the undertaker affords to Wales and West Utilities facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed or decommissioned, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Wales and West Utilities or in default of agreement settled by arbitration in accordance with article 45 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Wales and West Utilities than the facilities and rights enjoyed by it in respect of the apparatus to be removed or decommissioned 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 Wales and West Utilities as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

45.—(1) Not less than 42 days before starting the execution of any specified works in, on or under any land purchased, held, leased, 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 43(2), the undertaker must submit to Wales and West Utilities a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Wales and West Utilities for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Wales and West Utilities is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Wales and West Utilities under sub-paragraph (2) must be made within a period of 42 days beginning with the date on which a plan, section and description under sub-paragraph (1) is submitted to it.

(4) If Wales and West Utilities, in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal or decommissioning of any apparatus or any protective works and gives written notice to the undertaker of that requirement, the provisions of this Part apply as if the removal or decommissioning of the apparatus or the protective works had been required by the undertaker under paragraph 43(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, description and section instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Wales and West Utilities notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

Expenses and costs

46.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Wales and West Utilities the reasonable expenses reasonably incurred by Wales and West Utilities in, or in connection with, the inspection, relaying, replacing, removal, decommissioning, alteration or protection of any apparatus or security infrastructure or the construction of any new apparatus or security infrastructure which may be required in consequence of the execution of any such works as are referred to in paragraph 43(2) or any specified work.

(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 and provided that the change is not required by industry standard guidance or legislation—

(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 45 (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 Wales and West Utilities by virtue of sub-paragraph (1) will be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (2)—

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

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

(5) Subject to sub-paragraphs (3) and (4) if by reason or in consequence of the construction of any such works referred to in paragraph 43(2) or any specified work any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Wales and West Utilities, or there is any interruption in any service provided, or in the supply of any goods, by Wales and West Utilities, the undertaker must—

(a) bear and pay the cost reasonably incurred by Wales and West Utilities in making good such damage or restoring the supply; and

(b) make reasonable compensation to Wales and West Utilities for any other expenses, loss, damages, penalty or costs incurred by Wales and West Utilities,

by reason or in consequence of any such damage or interruption.

(6) The fact that any act or thing may have been done by Wales and West Utilities on behalf of the undertaker or in accordance with a plan, section or description approved by Wales and West Utilities or in accordance with any requirement of Wales and West Utilities or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1).

(7) 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 Wales and West Utilities, its officers, servants, contractors or agents.

(8) Wales and West Utilities must give the undertaker reasonable notice of any claim or demand and no settlement, admission of liability or compromise or demand must be made, unless payment is required in connection with a statutory compensation scheme, without first consulting the undertaker and considering its representations.

Co-operation

47. Where in consequence of the proposed construction of any part of the authorised development, the undertaker or Wales and West Utilities requires the removal or decommissioning of apparatus under paragraph 43(2) or Wales and West Utilities makes requirements for the protection or alteration of apparatus under paragraph 45, the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Wales and West Utilities' undertaking and Wales and West Utilities must use all reasonable endeavours to co-operate with the undertaker for that purpose.

Enactments and agreements

48. Nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and Wales and West Utilities in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

PART 6

For the protection of the Welsh Ministers as Strategic Highway Authority

Application

49. The provisions of this Part have effect for the protection of the Welsh Ministers ("the WM") as the Highway Authority for the A55, in addition to all other applicable statutory protections, unless otherwise agreed in writing between the undertaker and the WM.

Interpretation

50. In this Part—

"strategic highway" means any part of the highway network including trunk roads or special roads which the WM are responsible for;

"NMWTRA" means the North and Mid Wales Trunk Road Agency, who act as the highway agents of the WM and exercise functions relating to the management and operation of the relevant part of the strategic highway on behalf of the WM pursuant to an agreement between the WM and Gwynedd Council under section 6 of the Highways Act 1980. In practice therefore, the procedural matters contained in this Part will be dealt with by NMWTRA on behalf of the WM; and

"works" means—

(a) that part of Work No. 8 which requires the trenchless installation of the cable under the A55 highway; or

(b) any other work forming part of the authorised development within or which affects or requires occupation of the strategic highway.

Approvals

51. The crossing of the A55 and its associated assets must only be carried out by trenchless techniques.

52.—(1) Prior to the commencement of the works the undertaker must obtain the written approval of the WM to such works.

(2) When requesting approval under sub-paragraph (1), the undertaker must submit to the WM—

(a) copy of location plan to a scale not less than 1/10,000 showing the location and/or proposed route and siting of the works;

(b) details of the methodology of the works;

(c) details of the proposed timing of the works;

(d) details of any traffic management measures (including signage) proposed in connection with the works; and

(e) where approval is sought for works to or within the carriageway of a strategic highway, evidence of NHSS (National Highways Sector Scheme) certification and Street Works Qualifications.

53. No crossing is to take place until a monitoring regime and the Geotechnical Design Report (GDR as defined by the DMRB CD622 Managing Geotechnical Risk) is agreed and certified by the WM.

54. Approval under this Part may be sought in one or more applications.

55. Any approval of the WM under this Part may be given subject to such reasonable requirements or conditions as the WM may determine.

56. The undertaker must contact any owners or operators of apparatus in, on, over, under or near the strategic highway including other statutory undertakers to ascertain whether their existing or proposed apparatus to within or under the strategic highway is likely to be affected by the works. The undertaker must comply with the requirements and conditions imposed by the owners or operators relating to the protection of existing apparatus in, on, over, under or near the strategic highway likely to be affected by the works.

57. The undertaker must pay a fee of £250 to the WM with any application for approval under this Part.

Indemnity

58. The undertaker indemnifies the WM against any and all claims in respect of injury, damage or loss arising out of—

(a) the placing or presence in the strategic highway of apparatus as part of the works; or

(b) the excavation by any person of any works within the strategic highway.

59. The undertaker (or any person carrying out works on its behalf) must have and maintain in force for the duration of any works to or within the strategic highway network, public liability/third party insurance to the sum of £10 million covering its liability under paragraph 10. The undertaker must provide evidence of such insurance to the WM if requested.

Traffic management

60. The undertaker must contact NMWTRA, the WM RA Control Room, North Wales Traffic Management Centre, Ffordd Sam Parri, Morfa, Conwy, LL32 8HH – Telephone number 01492 564790 before erecting or removal of traffic management measures on the strategic highway on each occasion that erection or removal is required.

61. The undertaker must execute the works in strict accordance with the requirements contained in Chapter 8 of the Traffic Signs Manual (2009) as published by His Majesty's Stationery Office HMSO and any amendments thereof.

Inspections

62. The WM or any person authorised by them for this purpose is entitled to inspect any works to, within or under the strategic highway while such works are being carried out and following completion of such works.

63. Exercise of the right to inspect under paragraph 62 must be carried out reasonably, in compliance with any requirements of any health and safety requirements in place within the site of any works, and in accordance with the instructions of the undertaker.

64. If required by the WM, the undertaker must provide link boxes (on land outside the limits of the highway) for the purpose of inspecting and maintaining the apparatus under the highway.

65.—(1) The undertaker must compensate the WM in respect of any loss, damage, charge, cost or expense suffered or incurred by the WM as a result of the execution, use or maintenance of the works.

(2) Nothing sub-paragraph (1) imposes any liability on the undertaker with respect of any damage to the extent that it is attributable to the act, neglect or default of WM, its officers, employees, contractors or agents.

Reinstatement

66. Any reinstatement of the strategic highway required in connection with or as a consequence of the works must be carried out in strict conformity with the Code of Practice "Specification for the Reinstatement of Openings in Highways".

67.—(1) Where, in the reasonable opinion of the WM, any reinstatement carried out by the undertaker is defective, three defect inspections will be carried out comprising—

(a) A joint inspection by the WM and the undertaker to determine the nature of the failure and what remedial works need to be carried out;

(b) Inspection by or on behalf of the WM of remedial works in progress; and

(c) Inspection by or on behalf of the WM when remedial works have been completed.

(2) The undertaker must pay an inspection fee of £47.50 for each inspection carried out under this paragraph.

68. Any and all costs associated with the reinstatement work will be met by the undertaker.

Notice of completion of Works

69. The undertaker must notify the WM of the completion of works approved by the WM under this Part within 10 working days of such completion.

70. The undertaker must supply the WM with as built records of any apparatus sited within or under the strategic highway within 10 working days of the completion of works, including, in particular, the location and depth of any electrical cables on a plan to a scale of 1/500 with a longitudinal and vertical accuracy of + or - 100mm.

71. The undertaker must submit a Geotechnical Feedback Report (GFR as defined in the DMRB CD622 Managing Geotechnical Risk) including all monitoring results and as built drawings to the WM no later than six months from the date of completion.

72. After the apparatus has been placed, the undertaker must not carry out any further works or maintenance to the apparatus or works or any other works involving excavation within the boundaries of the strategic highway without the prior written approval of the WM, and any such works must be carried out and completed to the satisfaction of WM.

Arbitration

73. Any difference or dispute arising between the undertaker and the WM under this Part must, unless otherwise agreed in writing between the undertaker and the WM, be determined by arbitration in accordance with article 45 (arbitration) of the Order.

Notices

74. The plans submitted to the WM by the undertaker pursuant to this Part must be submitted to North & Mid Wales Trunk Road Agent, Unit 5 Llys Britannia, Parc Menai, Bangor, Gwynedd, LL57 4BN and streetworks@nmwtra.org.uk or such other address as the WM may from time to time appoint instead for that purpose and notify to the undertaker in writing.

Cease of Use or Abandonment

75. If the undertaker proposes to cease using or abandon the apparatus prior to the decommissioning of the onshore works or to part with his interest in the apparatus, the undertaker must give the WM at least 6 weeks' notice before doing so.

76. If the apparatus is abandoned or the Order is surrendered prior to the decommissioning of the onshore works, the WM may remove the apparatus or alter it in such a manner as they think fit and reinstate the street and may recover from the undertaker the expenses incurred in so doing, except that if the WM is satisfied that the undertaker can within such reasonable time as the WM specify, remove the apparatus or alter it in such manner as the WM require and reinstate the street, the WM may authorise the undertaker to do so at his own expense.

77. If the undertaker proposes to part with his interest in the apparatus, he must before doing so, give notice to the WM stating to whom the benefit of the Order is to be transferred.

Maintenance

78. The undertaker must maintain the apparatus in a good state of repair and condition. The undertaker must if required place and maintain within the limits of the said highway suitable permanent signs of a type and in positions to be approved by the WM for the purpose of indicating as nearly as possible the exact position under the highway in which the said apparatus is laid.

PART 7

For the protection of National Grid Electricity Transmission Plc as electricity undertaker

Application

79.—(1) For the protection of National Grid Electricity Transmission Plc as referred to in this Part of this Schedule he following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, where the benefit of this Order is transferred or granted to another person under article 7 (B*enefit of Order*) –

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid Electricity Transmission Plc and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to National Grid Electricity Transmission Plc on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid Electricity Transmission Plc (but without prejudice to paragraph 11(3)b).

Interpretation

80.—(1) In this Part of this Schedule—

"1991 Act" means the New Roads and Street Works Act 1991;

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than: (i) "A-" if the rating is assigned by Standard & Poor's Ratings Group or Fitch Ratings; and "A3" if the rating is assigned by Moody's Investors Services Inc.;

"acceptable insurance**"** means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than a sum to be notified to the undertaker by National Grid Electricity Transmission Plc and agreed in writing between the parties. Evidence of that insurance must be provided to National Grid Electricity Transmission on request. Such insurance shall be maintained (a) during the construction period of the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance shall include (without limitation):

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Grid Electricity Transmission Plc

(b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than a sum to be notified to the undertaker by National Grid Electricity Transmission Plc and agreed in writing between the parties;

"acceptable security**"** means either—

(a) a parent company guarantee from a parent company in favour of National Grid Electricity Transmission Plc to cover the undertaker's liability to National Grid Electricity Transmission Plc to a total liability cap in an amount to be notified to the undertaker by National Grid Electricity Transmission Plc and agreed in writing between the parties (in a form reasonably satisfactory to National Grid Electricity Transmission Plc and where required by National Grid Electricity Transmission Plc, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of National Grid Electricity Transmission Plc to cover the undertaker's liability to National Grid Electricity Transmission Plc for an amount to be notified to the undertaker by National Grid Electricity Transmission Plc and agreed in writing between the parties (in a form reasonably satisfactory to National Grid Electricity Transmission Plc);

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of National Grid Electricity Transmission Plc to enable National Grid Electricity Transmission Plc to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means—

(a) any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid Electricity Transmission Plc together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid Electricity Transmission Plc for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

(b) any electrical lines or electrical plant as defined in the 1989 Act, any mains, pipes, plant or other apparatus belonging to, operated or maintained by National Grid for the purposes of the construction, operation and maintenance of the Bodelwyddan Project, whether temporary or permanent, and includes, where the context so requires, apparatus constructed as part of the authorised development and intended for the beneficial use by National Grid ("Bodelwyddan apparatus"); and

(c) any electrical lines or electrical plant as defined in the 1989 Act, any mains, pipes, plant or other apparatus belonging to, operated or maintained by National Grid for the purposes of the construction, operation and maintenance of the Connah's Quay Project, whether temporary or permanent ("Connah's Quay apparatus");

"authorised works" has the same meaning as is given to the term "authorised development" in article 2 (interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

"Bodelwyddan Project" means the proposed extension of the Bodelwyddan substation, diversion of gas pipeline and overhead electricity line upgrade to be undertaken by National Grid and any temporary construction compound and laydown area for such works;

"Bodelwyddan Site" includes –

(a) land on which any Bodelwyddan apparatus is situated; and

(b) land on which Bodelwyddan apparatus is anticipated to be situated which is necessary for the construction, use or maintenance of the Bodelwyddan Project (in so far as the same has been notified by National Grid in writing to the undertaker);

"Connah's Quay Project" means the proposed reconductoring works to three existing ended circuits (Bodelwyddan, Connah's Quay and Pentir 1 & 2) from towers 4ZB167 to 4ZB255 to be undertaken by National Grid, including any temporary construction compound, access and laydown area for such works;

"Connah's Quay Site" includes—

(a) land on which any Connah's Quay apparatus is situated; and

(b) land on which Connah's Quay apparatus is anticipated to be situated which is necessary for the construction, use or maintenance of the Connah's Quay Project (in so far as the same has been notified by National Grid in writing to the undertaker);

"commence" and "commencement" in this Part of this Schedule shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

"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;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by National Grid Electricity Transmission Plc (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Grid Electricity Transmission Plc'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;

"Incentive Deduction" means any incentive deduction National Grid Electricity Transmission Plc Electricity Transmission plc receives under its electricity transmission licence which is caused by an event on its transmission system that causes electricity not to be supplied to a demand customer and which arises as a result of the authorised works;

"maintain" and "maintenance" shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid Electricity Transmission Plc: construct, use, repair, alter, inspect, renew or remove the apparatus;

"Mona project works" means any part of Work Nos. 22, 22a, 23, 24, 25, 26, 27, 29, 30, 35 or 38 as described in Schedule 1 of this Order (authorised development);

"National Grid Electricity Transmission Plc" means National Grid Electricity Transmission Plc (Company Number. 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989;

"NGESO" means as defined in the STC;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"parent company" means a parent company of the undertaker acceptable to and which shall have been approved by National Grid Electricity Transmission Plc acting reasonably;

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which—

(a) will or may be situated over, or within 15 metres measured in any direction of, any apparatus the removal of which has not been required by the undertaker under paragraph 90(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 90(2) or otherwise; and/or

(c) includes any of the activities that are referred to in "development near overhead lines" EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines"

"STC" means the System Operator Transmission Owner Code prepared by the electricity Transmission Owners and NGESO as modified from time to time;

"STC Claims" means any claim made under the STC against National Grid Electricity Transmission Plc arising out of or in connection with the de-energisation (whereby no electricity can flow to or from the relevant system through the generator or interconnector's equipment) of a generator or interconnector party solely as a result of the de-energisation of plant and apparatus forming part of National Grid Electricity Transmission Plc's transmission system which arises as a result of the authorised works;

"Transmission Owner" means as defined in the STC;

"undertaker" means the undertaker as defined in article 2(1) of this Order.

Interaction with the Bodelwyddan Project and the Connah's Quay Project

81. Without limiting any other provision of this Part of this Schedule, the undertaker must use reasonable endeavours to avoid any conflict arising between the construction, maintenance and operation of the authorised development and the Bodelwyddan Project and the Connah's Quay Project. For the purposes of this paragraph, "reasonable endeavours" means—

(a) undertaking consultation on the detailed design and programming of the Mona project works and all works associated with or ancillary to the Mona project works to ensure that the design and programme for the Mona project works does not unreasonably impede or interfere with the Bodelwyddan Project and/or the Connah's Quay Project;

(b) having regard to the proposed programme of works for the Bodelwyddan Project and/or the Connah's Quay Project as may be made available to the undertaker by National Grid and facilitating a co-ordinated approach to the programme, land assembly, and the carrying out of the Mona project works and the Bodelwyddan Project and/or the Connah's Quay Project;

(c) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised development; and

(d) keeping National Grid informed on the programme of works for the authorised development.

Mona project works

82. The undertaker must not except with the agreement of National Grid carry out the Mona project works, or any part of it.

83.—(1) Before beginning to construct any Mona project works, or any part of it, the undertaker must submit to National Grid plans of the relevant Mona project works (or part of it) and such further particulars available to it as National Grid may request within 21 days of receipt of the plans reasonably requested.

(2) Any Mona project works must not be constructed except in accordance with such plans as may be approved in writing by National Grid.

84.—(1) Any approval of National Grid required under this Schedule—

(a) must not be unreasonably withheld or delayed;

(b) in the case of a refusal must be accompanied by a statement of grounds or refusal; and

(c) may be given subject to such reasonable requirements as National Grid may have in connection with the safe, economic and efficient construction, commissioning, operation, maintenance and future decommissioning of the Bodelwyddan Project and/or the Connah's Quay Project or otherwise for the protection of Bodelwyddan apparatus and/or the Connah's Quay apparatus,

provided always that in relation to a refusal under sub-paragraph (b) or any requirements requested pursuant to sub-paragraph (c) the undertaker shall be permitted to refer such matters to dispute resolution pursuant to paragraph 21.

(2) National Grid must employ reasonable endeavours to respond to the submission of any plans within a period of 56 days from the date of submission of the plans. If National Grid require further particulars, such particulars must be requested by National Grid no later than 21 days from the submission of plans and thereafter National Grid must employ reasonable endeavours to respond to the submission within 56 days from receipt of the further particulars.

85.—(1) The undertaker must give to National Grid not less than 14 days' notice in writing of its intention to commence construction of any Mona project works and notice in writing of its completion not later than 7 days after the date on which it is completed and National Grid will be entitled by its officer to watch and inspect the construction of such works.

(2) If any part of the Mona project works is constructed otherwise than in accordance with paragraph 84(2) above National Grid may by notice in writing identify the extent to which the Mona project works do not comply with the approved details and request the undertaker at the undertaker's own expense carry out remedial works so as to comply with the requirements of paragraph 84(2) of this Schedule or such alternative works as may be agreed with National Grid or as otherwise may be agreed between the parties.

(3) Subject to sub-paragraph (4), if within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (2) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, National Grid may execute the works specified in the notice and any reasonable expenditure incurred by National Grid in so doing will be recoverable from the undertaker.

(4) In the event of any dispute as to whether sub-paragraph (2) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, National Grid will not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 99.

On Street Apparatus

86. Except for paragraphs 88 (apparatus *in temporarily closed streets*), 93 (retained apparatus: protection of National Grid Electricity Transmission Plc as electricity undertaker), 94 (expenses) and 95 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid Electricity Transmission Plc, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid Electricity Transmission Plc are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus in temporarily closed streets

87.—(1) Where any street is closed under article 12 (*temporary restriction of use of streets*), if National Grid Electricity Transmission Plc has any apparatus in the street or accessed via that street National Grid Electricity Transmission Plc has the same rights in respect of that apparatus as it enjoyed immediately before the closure and the undertaker must grant to National Grid Electricity Transmission Plc, or procure the granting to National Grid Electricity Transmission Plc of, legal easements reasonably satisfactory to National Grid Electricity Transmission Plc in respect of such apparatus and access to it prior to the closure of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Grid Electricity Transmission Plc to require the removal of that apparatus under paragraph 85 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 9.

(2) Notwithstanding the temporary closure or diversion of any highway under the powers of article 12 (*temporary restriction of use of streets*), National Grid Electricity Transmission Plc is at liberty at all times to take all necessary access across any such closed highway and to execute and

do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the closure or diversion was in that highway.

Protective works to buildings

88. The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus, the Bodelwyddan Site and/or the Connah's Quay Site without the written consent of National Grid Electricity Transmission Plc which will not unreasonably be withheld.

Acquisition of land

89.—(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 (a) appropriate or acquire or take temporary possession of any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Grid Electricity Transmission Plc otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not unless otherwise agreed in writing with National Grid acquire any land forming part of the Bodelwyddan Site and/or the Connah's Quay Site (such agreement not to be unreasonably withheld or delayed).

(3) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Grid Electricity Transmission Plc 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 National Grid Electricity Transmission Plc or affect the provisions of any enactment or agreement regulating the relations between National Grid Electricity Transmission Plc and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid Electricity Transmission Plc reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid Electricity Transmission Plc and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid Electricity Transmission Plc, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(4) Save where otherwise agreed in writing between National Grid Electricity Transmission Plc and the undertaker, the undertaker and National Grid Electricity Transmission Plc agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid Electricity Transmission Plc and/or other enactments relied upon by National Grid Electricity Transmission Plc as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(5) Any agreement or consent granted by National Grid Electricity Transmission Plc under paragraph 87 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

90.—(1) If, in the exercise of the powers conferred by this Order the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid Electricity

Transmission Plc to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of National Grid Electricity Transmission Plc in accordance with sub-paragraph (2) to (5)

(2) If, for the purpose of executing any works comprised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid Electricity Transmission Plc a minimum of 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid Electricity Transmission Plc reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid Electricity Transmission Plc to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights—

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid Electricity Transmission Plc may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Grid Electricity Transmission Plc to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid Electricity Transmission Plc and the undertaker.

(5) National Grid Electricity Transmission Plc must, after the alternative apparatus to be provided or constructed has been agreed, and subject to any necessary legal agreements having been entered into between the parties and the grant to National Grid Electricity Transmission Plc of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

91.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid Electricity Transmission Plc facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid Electricity Transmission Plc and must be no less favourable on the whole to National Grid Electricity Transmission Plc than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid Electricity Transmission Plc.

(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid Electricity Transmission Plc 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 National Grid Electricity Transmission Plc 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 matter may be referred to arbitration in accordance with paragraph 98 (*Arbitration*) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid Electricity Transmission Plc as appears to the arbitrator to be reasonable having regard to all the

circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph, article 45 (arbitration) applies.

Retained apparatus: Protection of National Grid Electricity Transmission Plc as Electricity Undertaker

92.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid Electricity Transmission Plc a plan of the works to be executed and seek from National Grid Electricity Transmission Plc details of the underground extent of their electricity assets.

(2) In relation to specified works the plan to be submitted to National Grid Electricity Transmission Plc under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;

(f) any intended maintenance regimes;

(g) an assessment of risks of rise of earth issues; and

(h) a ground monitoring scheme, where required.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must in addition to the matters set out in sub-paragraph (2) include a method statement describing—

(a) details of any cable trench design including route, dimensions, clearance to pylon foundations;

(b) demonstration that pylon foundations will not be affected prior to, during and post construction;

(c) details of load bearing capacities;

(d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;

(e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;

(f) written details of the operations and maintenance regime for any cable, including frequency and method of access;

(g) assessment of earth rise potential if reasonably required by National Grid Electricity Transmission Plc's engineers; and

(h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.

(4) The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until National Grid Electricity Transmission Plc has given written approval of the plan so submitted.

(5) Any approval of National Grid Electricity Transmission Plc required under sub-paragraphs (4)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and

(b) may be given subject to such reasonable requirements as National Grid may have in connection with the safe and efficient construction, commissioning, operation and maintenance of the Bodelwyddan Project and/or the Connah's Quay Project; and

(c) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid Electricity Transmission Plc may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage, for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid Electricity Transmission Plc and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6), or (8) by National Grid Electricity Transmission Plc for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid Electricity Transmission Plc will be entitled to watch and inspect the execution of those works.

(8) Where National Grid Electricity Transmission Plc 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 National Grid Electricity Transmission Plc's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and National Grid Electricity Transmission Plc shall give 56 days' notice of its requirement for such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid Electricity Transmission Plc in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 79 to 81 and 84 to 86 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid Electricity Transmission Plc notice as soon as is reasonably practicable and a plan of those works and must—

(a) comply with sub-paragraphs (6), (7) and (8) in so far as is reasonably practicable in the circumstances and

(b) comply with sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under the Order, the undertaker must comply with National Grid Electricity Transmission Plc's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

Expenses

93.—(1) Save where otherwise agreed in writing between National Grid Electricity Transmission Plc and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid Electricity Transmission Plc within 30 days of receipt of an itemised invoice or claim from National Grid Electricity Transmission Plc all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Grid Electricity Transmission Plc in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by National Grid Electricity Transmission Plc in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid Electricity Transmission Plc as a consequence of National Grid Electricity Transmission Plc—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 85(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid Electricity Transmission Plc.

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no legal agreement is otherwise in place;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 45 (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 National Grid Electricity Transmission Plc 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 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) Any amount which apart from this sub-paragraph would be payable to National Grid Electricity Transmission Plc in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid Electricity Transmission Plc 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

94.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid Electricity Transmission Plc, or there is any interruption in any service provided, or in the supply of any goods, by National Grid Electricity Transmission Plc, or National Grid Electricity Transmission Plc 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 National Grid Electricity Transmission Plc the cost reasonably and properly incurred by National Grid Electricity Transmission Plc in making good such damage or restoring the supply; and

(b) indemnify National Grid Electricity Transmission Plc for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid Electricity Transmission Plc, by reason or in consequence of any such damage or interruption or National Grid Electricity Transmission Plc becoming liable to any third party and including STC Claims or an Incentive Deduction other than arising from any default of National Grid Electricity Transmission Plc.

(2) The fact that any act or thing may have been done by National Grid Electricity Transmission Plc on behalf of the undertaker or in accordance with a plan approved by National Grid Electricity Transmission Plc or in accordance with any requirement of National Grid Electricity Transmission Plc or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid Electricity Transmission Plc 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) shall impose any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid Electricity Transmission Plc, its officers, servants, contractors or agents;

(b) any authorised works and/or any other works authorised by this Part of this Shcedule carried out by National Grid Electricity Transmission Plc as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 7 (benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus") any authorised works yet to be executed and not falling within this sub-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 89; and/or

(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;

(4) National Grid Electricity Transmission Plc 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.

(5) National Grid must Electricity Transmission Plc, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Grid Electricity Transmission Plc must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid Electricity Transmission Plc's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid Electricity Transmission Plc's control and if reasonably requested to do so by the undertaker National Grid Electricity Transmission Plc must provide an explanation of how the claim has been minimised, where relevant.

(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised works on any land owned by National Grid Electricity Transmission Plc or in respect of which National Grid Electricity Transmission Plc has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres of National Grid Electricity Transmission Plc's apparatus until the following conditions are satisfied—

(a) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid Electricity Transmission Plc has confirmed the same to the undertaker in writing; and

(b) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Grid Electricity Transmission Plc that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid Electricity Transmission Plc has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with 89(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Grid Electricity Transmission Plc from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

95. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid Electricity Transmission Plc and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid Electricity Transmission Plc 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

96.—(1) Where in consequence of the proposed construction of any part of the authorised works the undertaker or National Grid Electricity Transmission Plc requires the removal of apparatus under paragraph 85(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph9, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid Electricity Transmission Plc's undertaking and National Grid Electricity Transmission Plc shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid Electricity Transmission Plc'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

97. If in consequence of the agreement reached in accordance with paragraph 84(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid Electricity Transmission Plc to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

98. Save for differences or disputes arising under paragraphs 90(2), 90(4), 91(1) and 92 any difference or dispute arising between the undertaker and National Grid Electricity Transmission Plc under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, be determined by arbitration in accordance with article 45 (arbitration).

Notices

99. Notwithstanding article 42 (*service of notices*), any plans submitted to National Grid Electricity Transmission Plc by the undertaker pursuant to paragraph 97 must be submitted using the LSBUD system (https://lsbud.co.uk/) or to such other address as National Grid Electricity Transmission Plc may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 8

For the protection of Network Rail Limited

100. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and Network Rail and, where paragraph 114 applies, any other person on whom rights or obligations are conferred by that paragraph.

101. In this Part—

"asset protection agreement" means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"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 by the Secretary of State in exercise of powers under section 8 of the Railways Act 1993(**a**);

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at 1 Eversholt Street, London NW1 2DN) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006(**b**)) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited; and any successor to Network Rail Infrastructure Limited's railway undertaking:

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging

(**a**) 1993 c. 43.
(**b**) 2006 c. 46.

proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail and—

(a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail for the purposes of such railway or works, apparatus or equipment;

"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 or is to be situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 6 (power to maintain the authorised project) in respect of such works.

102.—(1) Where under this Part Network Rail is required to give its consent, agreement or approval in respect of any matter, that consent, agreement or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

(a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use its reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised project under this Order.

103.—(1) The undertaker must not exercise the powers conferred by—

(a) article 3 (development consent etc. granted by the Order);

(b) article 6 (power to maintain the authorised project);

(c) article 16 (discharge of water);

(d) article 17 (authority to survey and investigate the land);

(e) article 19 (compulsory acquisition of land);

(f) article 21 (compulsory acquisition of rights);

(g) article 23 (private rights);

(h) article 25 (acquisition of subsoil only);

(i) article 27 (rights under or over streets);

(j) article 28 (temporary use of land for carrying out the authorised project);

(k) article 29 (temporary use of land for maintaining the authorised project);

(l) article 30 (statutory undertakers);

(m) article 34 (felling or lopping of trees and removal of hedgerows);

(n) article 35 (trees subject to tree preservation orders);

(o) the powers conferred by section 11(3) (power of entry) of the 1965 Act;

(p) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016( );

(q) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;

(r) any powers in respect of the temporary possession of land under the Neighbourhood Planning Act 2017;

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred sections 271 or 272 of the 1990 Act, article 30 (statutory undertakers) or article 23 (private rights), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

(7) The undertaker must enter into an asset protection agreement prior to the commencement of any specified work.

104.—(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 under article 45 (arbitration).

(2) The approval of the engineer under sub-paragraph 5(1) must not be unreasonably withheld or delayed, and if after 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not communicated disapproval of those plans and the grounds of disapproval—

(a) the undertaker may serve on the engineer written notice requiring the engineer to communicate approval or disapproval within a further period of 28 days beginning with the date on which the engineer receives written notice from the undertaker; and

(b) if by the expiry of the further 28 days the engineer has not communicated approval or disapproval, the engineer is deemed to have approved the plans as supplied.

(3) If after the expiry of 28 days beginning with the date on which written notice was served on the engineer under sub-paragraph 5(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 unreasonable 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 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, decommissioning 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—

(a) 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 unreasonable delay; and

(b) the undertaker must not commence the construction of the specified works in question until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

(5) Any specified works and any protective works to be constructed by virtue of paragraph 104(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 5;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic on it and the use by passengers of railway property.

(6) If any damage to railway property or any interference or obstruction referred to in sub-paragraph 5(5)(d) is caused by the carrying out of, or in consequence of, the construction of a specified work, the undertaker must, regardless of any approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(7) Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its employees, contractors or agents or any liability on Network Rail with respect to any damage, costs, expenses or loss attributable to the negligence of the undertaker or its employees, contractors or agents.

105. The undertaker must—

(a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

106. Network Rail must at all times afford reasonable facilities to the undertaker and its employees, contractors or agents for access to any works carried out by Network Rail under this Part during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

107.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe and efficient operation of the railway of Network Rail, such alterations or additions may be carried out by Network Rail.

(2) If Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to

Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations or additions which have been reasonably incurred by Network Rail, including, in respect of any such alterations or additions as are to be permanent, a capitalised sum representing the increase.

(3) 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 that in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, regardless of any approval of the specified work under paragraph 104(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(4) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 108, provide such details of the formula or method of calculation by which those sums have been calculated as the undertaker may reasonably require.

(5) 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.

108. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses agreed in advance with the undertaker and reasonably incurred by Network Rail—

(a) in constructing any part of a specified work on behalf of the undertaker under paragraph 104(3) or in constructing any protective works under paragraph 104(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 or a protective work;

(c) in respect of the employment or procurement of the services of any inspectors, signallers, guards and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

(d) in respect of any special traffic working resulting from any speed restrictions which may in the reasonable opinion of the engineer, need to be imposed by reason or in consequence of the construction or failure of a specified work or a protective work 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 or protective works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work or protective works.

109.—(1) In this paragraph—

"EMI" means, subject to sub-paragraph 109(2), electromagnetic interference with Network Rail apparatus generated by the operation of the onshore works here such interference is of a level which adversely affects the safe operation of Network Rail's apparatus

"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 104(1) for

the relevant part of the onshore works 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 109(5), the undertaker must in the design and construct the onshore works and 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 109(3)—

(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 104(1) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must without unreasonable delay 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 109(4)(a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph 109(4)(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 104(1) has effect subject to the sub-paragraph.

(6) Prior to the commencement of operation of the authorised development the undertaker shall test the use of the authorised development in a manner that shall first have been agreed with Network Rail (such agreement not to be unreasonably withheld or delayed), and if, notwithstanding any measures adopted pursuant to sub-paragraph 109(3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph 109(5) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;

(b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;

(c) Network Rail must without unreasonable delay 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 regular revenue earning operations 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 such levels of EMI occurring.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs 109(5) or 109(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 105.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 113(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the

implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph 10(6) applies.

(10) For the purpose of paragraph 9(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 45 (arbitration) to the Secretary of State shall be read as a reference to the Institution of Engineering and Technology.

110. If at any time after the completion of a specified work or a protective work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work or a protective work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work or a protective work in such state of maintenance as to not adversely affect railway property.

111. 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.

112. Any additional expenses that Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the date on which this Order is made by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be paid by the undertaker to Network Rail.

113.—(1) The undertaker must:

(a) pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part which may be occasioned to or reasonably incurred by Network Rail—

(i) by reason of the construction or maintenance of a specified work or its failure; or

(ii) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged on a specified work;

(iii) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development; and

(iv) indemnify Network Rail and keep Network Rail indemnified from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission.

(2) The fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision does not (if it was done without negligence on the part of Network Rail or its employees, contractors or agents) excuse the undertaker from any liability under this Part.

(3) Network Rail must give the undertaker reasonable written notice of any claim or demand made against Network Rail that the undertaker may be liable to pay under this Part and no settlement or compromise of such a claim or demand is to be made without the prior written consent of the undertaker.

(4) The sums payable by the undertaker under sub-paragraph 14(1) if relevant include a sum equivalent to the relevant costs.

(5) 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 14(4) which relates to the relevant costs of that train operator.

(6) The obligation under sub-paragraph 14(4) to pay Network Rail the relevant costs is, in the event of default, enforceable directly by any train operator concerned to the extent that such sums would be payable to that train operator under sub-paragraph 14(5).

(7) In this paragraph—

"relevant costs" means the costs, direct losses and indirect losses 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 14(1)

"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.

114. Network Rail must, on receipt of a request from the undertaker, 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 (including the amount of the relevant costs mentioned in paragraph 113) and with such information as may enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made under this Part (including any claim relating to those relevant costs).

115. In the assessment of any sums payable to Network Rail under this Part 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 or increasing the sums so payable.

116. 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 plan or the 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.

117. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part 1 of the Railways Act 1993.

118. The undertaker must give written notice to Network Rail where any application is proposed to be made by the undertaker for the Secretary of State's consent under article 7 (benefit of the order) and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

(a) the nature of the application to be made;

(b) the extent of the geographical area to which the application relates; and

(c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

119. The undertaker must, no later than 28 days from the date that the documents referred to in article 41 (certification of plans and documents, etc.) are certified by the Secretary of State, provide a set of those documents to Network Rail in an electronic format.

PART 9

For the protection of Awel y Môr

120. The provisions of this Part apply for the protection of Awel y Môr unless otherwise agreed in writing between the undertaker and Awel y Môr.

121. In this Part—

"access plots" means those parts of the Order limits that includes such parts of the Awel y Môr Order land comprising the land within plots 11-221, 11-222, 11-223, 11-224, 11-225, 11-226, 11-227, 11-231, 11-232, 11-234 and 11-235 shown on the land plans and described in the book of reference, which covers private road, verges, agricultural land, private road off Glascoed road, B5381 and public bridleway (BR 208/32) and access splay;

"apparatus" means the cables, switchgear, structures or other infrastructure owned, occupied or maintained by Awel y Môr or its successor in title within the Awel y Môr Order Land;

"Awel y Môr" means an undertaker with the benefit of all or part of the Awel y Môr Order for the time being;

"Awel y Môr Onshore Works" means the proposed location within the Awel y Môr Order land for any electrical circuit(s), electrical substation infrastructure, construction compound(s) and other onshore infrastructure and works (whether temporary or permanent in nature) authorised by the Awel y Môr Order or by any planning permission intended to operate in conjunction with the Awel y Môr Order

"Awel y Môr Order" means the development consent order made by the Secretary of State in relation to the Awel y Môr Offshore Wind Farm on 19th September 2023;

"Awel y Môr Order land" means Order land as defined in the Awel y Môr Order;

"construction" includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and "construct" and "constructed" must be construed accordingly;

"Overlap area" means those parts of the Order limits that includes such parts of the Awel y Môr Order land comprising the land within plots 11-200, 11-201, 11-202, 11-203, 11-204, 11-205, 11-206, 11-207 shown on the land plans and described in the book of reference;

"plans" includes sections, drawings, specifications, designs, design data, software, 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 the Awel y Môr Order land;

"specified works" means so much of any works or operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

(a) within the Overlap area;

(b) in, on, under, over or within 15 metres of the Awel y Môr Onshore Works or any apparatus; or

(c) may in any way adversely affect any apparatus;

"temporary works" so much of the specified works which are temporary works as set out within the Order; and

"undertaker's temporary access track" means that part of Work No. 27 falling within part of plot 11-229 and the whole of plots 11-229a, 11-230, 11-230a, 11-233, 11-233a, 11-233b, 11-234, 11-234a, 11-234b.

122. The consent of Awel y Môr under this Part is not required where the Awel y Môr Order has expired without the authorised development having been commenced pursuant to any requirement of Schedule 2 to the Awel y Môr Order.

123. Where conditions are included in any consent granted by Awel y Môr pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Awel y Môr.

124. The undertaker must not under the powers of this Order—

(a) acquire, extinguish, suspend, override or interfere with any rights that Awel y Môr has in respect of any apparatus or the Awel y Môr Onshore Works;

(b) acquire, extinguish, suspend or override any rights that Awel y Môr has in respect of the access plots pursuant to the Awel y Môr Order;

(c) acquire the Awel y Môr Order land or acquire any new rights or impose restrictive covenants or exercise any powers of temporary use over or in relation to the Awel y Môr Order land, without the consent of Awel y Môr, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

125.—(1) During the construction of the authorised development the undertaker will not use Work No. 30 for the period starting with the date of completion of construction of the undertaker's temporary access track until the date of commencement of demobilisation of the undertaker's temporary access track unless otherwise agreed.

(2) At all other times during the construction of the authorised project the undertaker must coordinate its use of Work No. 30, including traffic movements, with Awel y Môr so as to prevent against restricting or impeding Awel y Môr's use of the same.

(3) At least 28 days prior to the submission to the local highway authority of the design of temporary construction access AC-R1 (as identified on the street works and access plan) pursuant to requirement 10, the undertaker will share the proposed access designs and the details of any associated traffic management measures with Awel y Môr and take into account any reasonable representations made by Awel y Môr.

126.—(1) The undertaker must not under the powers of this Order carry out any specified works without the consent of Awel y Môr, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Awel y Môr does not respond within 56 days then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and not less than 56 days before beginning to construct any specified works, the undertaker must submit plans of the specified works to Awel y Môr and must submit such further particulars available to it that Awel y Môr may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Awel y Môr.

(4) Any approval of Awel y Môr required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus within the Overlap area or the Awel y Môr Onshore Works or for securing access to any apparatus within the Overlap area or the Awel y Môr Onshore Works.

(5) Where Awel y Môr requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Awel y Môr's reasonable satisfaction.

(6) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

127.—(1) The undertaker must give to Awel y Môr written notice of completion not more than 14 days after the completion of any specified works.

(2) The undertaker is not required to comply with paragraph 126 or sub-paragraph (1) of this paragraph in a case of emergency, but in that case it must give to Awel y Môr notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonable

practicable subsequently and must comply with paragraph 126 in so far as is reasonably practicable in the circumstances.

128. The undertaker must at all reasonable times during construction of the specified works allow Awel y Môr and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

129.—(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Awel y Môr requiring the undertaker to do so, remove the temporary works, in, on, under, over, or within the Overlap area.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Awel y Môr may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

130. If in consequence of the exercise of the powers conferred by this Order the access to any apparatus or the Awel y Môr Onshore Works is materially obstructed, the undertaker must provide such alternative means of access to such apparatus or the Awel y Môr Onshore Works as will enable Awel y Môr to maintain or use the apparatus or access the Awel y Môr Onshore Works no less effectively than was possible before the obstruction.

131. Subject to paragraph 130, the undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Awel y Môr to the Awel y Môr Onshore Works.

132. To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within the Overlap area request up-to-date written confirmation from Awel y Môr of the location of any apparatus or the Awel y Môr Onshore Works.

133. The undertaker and Awel y Môr must each act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to give effect to the provisions of this Part.

134. The undertaker must pay to Awel y Môr the reasonable expenses incurred by Awel y Môr in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the Awel y Môr Onshore Works.

135.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction, use, maintenance or failure of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Awel y Môr, or Awel y Môr becomes liable to pay any amount to any third party, the undertaker must—

(a) bear and pay the cost reasonably incurred by Awel y Môr in making good such damage or restoring the service or supply; and

(b) indemnify Awel y Môr for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Awel y Môr, by reason or in consequence of any such damage or interruption or Awel y Môr becoming liable to any third party as aforesaid.

(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 Awel y Môr, its officers, servants, contractors or agents.

(3) Awel y Môr must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Awel y Môr 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 16 applies. If requested to do so by the undertaker, Awel y Môr shall provide an

explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph 135 for claims reasonably incurred by Awel y Môr.

(5) The fact that any work or thing has been executed or done with the consent of Awel y Môr and in accordance with any conditions or restrictions prescribed by Awel y Môr or in accordance with any plans approved by Awel y Môr or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

136. Any dispute arising between the undertaker and Awel y Môr under this Part must be determined by arbitration under article 45 (arbitration).

SCHEDULE 11

Article 34, 35

Removal of hedgerows

PART 1

Removal of hedgerows

In the County of Conwy:

(1) Grid coordinates		*(2) Identifier as shown on the tree and hedgerow plan*	*(3) Grid coordinates*		*(4) Identifier as shown on the tree and hedgerow plan*
Easting	Northing		Easting	Northing	
291991	376813	3a	291993	376811	3b
292001	376812	5a	292100	376799	5b
292082	376596	6a	291983	376611	6b
292125	376997	9a	292172	376942	9b
292266	377188	15a	292180	377202	15b
292268	377188	16a	292237	377068	16b
292312	377294	17a	292355	377233	17b
292301	378096	18a	292443	378080	18b
292320	376180	21a	292290	376168	21b
292381	377202	23a	292415	376930	23b
292396	376033	25a	292403	376033	25b
292408	376034	26a	292453	375838	26b
292421	376034	28a	292491	376048	28b
292442	378080	29a	292305	378077	29b
292502	376010	31a	292418	376034	31b
292535	375503	34a	292545	375508	34b
292545	375589	35a	292535	375600	35b
292575	375803	36a	292467	375817	36b
292620	375692	37a	292509	375698	37b
292668	375580	38a	292631	375667	38b
292685	375544	39a	292583	375526	39b
292763	375251	40a	292830	375328	40b
293067	374768	47a	292997	374724	47b
293124	374531	48a	293124	374533	48b
293308	374499	50a	293287	374475	50b
293312	373990	51a	293387	373856	51b

293454	373956	55a	293497	373938	55b
293493	374145	56a	293343	374053	56b
293497	373938	57a	293518	374080	57b
293497	373938	58a	293638	374303	58b
293637	374306	61a	293635	374304	61b
293640	374322	62a	293637	374306	62b
293991	373928	68a	294087	373917	68b
294087	373911	70a	294118	373790	70b
294265	373766	74a	294316	373656	74b
294441	373489	75a	294464	373571	75b
294462	373567	76a	294487	373576	76b
294672	373503	77a	294690	373615	77b
294826	373694	78a	294901	373646	78b
295002	373720	79a	295005	373784	79b
295351	373915	81a	295210	373842	81b
295639	373924	92a	295607	373710	92b
296112	373742	103a	296091	373681	103b
296323	373772	104a	296363	373870	104b
296406	373863	107a	296433	373912	107b
296523	373836	112a	296558	373927	112b
296558	373929	114a	296570	373960	114b
296580	374000	117a	296585	373998	117b
296648	373991	118a	296710	373977	118b
296623	374101	122a	296628	374099	122b
296570	373960	124a	296559	373929	124b
296720	373910	128a	296726	374013	128b
297028	374154	135a	297061	374076	135b
297194	374220	137a	297177	374242	137b
297369	374054	138a	297351	373985	138b
297369	374057	139a	297192	374206	139b
297380	374178	140a	297199	374236	140b
297464	374053	142a	297369	374054	142b
297463	374146	143a	297403	374172	143b
297513	373742	146a	297506	373958	146b
297513	373739	147a	297513	373739	147b
297536	374060	151a	297496	373958	151b
297547	374060	152a	297506	373958	152b
297766	373905	153a	297795	374024	153b
297833	373837	154a	297945	373797	154b

In the County of Denbighshire:

(1) Grid coordinates		*(2) Identifier as shown on the tree and hedgerow plan*	*(3) Grid coordinates*		*(4) Identifier as shown on the tree and hedgerow plan*
Easting	Northing		Easting	Northing	
298416	373607	160a	298409	373610	160b
298420	373603	161a	298638	373560	161b
298421	373603	162a	298383	373526	162b

298465	373742	163a	298469	373740	163b
298468	373732	164a	298419	373613	164b
298469	373740	165a	298469	373740	165b
298638	373560	167a	298684	373448	167b
298638	373561	168a	298683	373703	168b
298684	373714	169a	298698	373740	169b
298859	373918	171a	298936	373909	171b
298912	373765	174a	298891	373779	174b
298918	373764	176a	298918	373764	176b
298996	373913	177a	298912	373765	177b
299207	373262	180a	299308	373266	180b
299230	373939	181a	299278	373945	181b
299246	373282	182a	299239	373360	182b
299302	373948	183a	299302	373948	183b
299308	373316	185a	299314	373280	185b
299332	374020	188a	299314	374025	188b
299426	373979	190a	299407	373972	190b
299592	373130	191a	299468	373094	191b
299712	372909	192a	299756	372988	192b
300273	372619	197a	300251	372635	197b
300312	372839	203a	300504	372999	203b
300334	372701	205a	300279	372724	205b
300419	372875	207a	300432	372896	207b
300422	372951	208a	300413	372974	208b
300528	372926	211a	300504	372998	211b
300736	373132	218a	300690	373053	218b
300837	372995	219a	300915	373061	219b
300919	373061	220a	300954	373041	220b
300954	373041	221a	301021	372995	221b
301044	373188	222a	300922	373072	222b
301182	373151	229a	301148	373117	229b
301182	373151	230a	301127	373214	230b
301268	373608	237a	301197	373484	237b
301276	373416	238a	301309	373454	238b
301323	373447	240a	301463	373327	240b
301392	372847	241a	301341	372784	241b
301434	372731	244a	301407	372717	244b
301447	373195	245a	301407	373126	245b
301460	372992	246a	301547	373135	246b
301461	373320	247a	301423	373279	247b
301471	372953	248a	301392	372847	248b
301480	372754	249a	301440	372731	249b
301522	372781	254a	301579	372836	254b
301564	373595	258a	301394	373383	258b
301578	372844	259a	301561	372852	259b
301579	372836	260a	301601	372822	260b
301608	372837	261a	301878	373106	261b
301666	373230	262a	301571	373121	262b
301690	373032	263a	301551	372868	263b
301731	372830	264a	301631	372878	264b
301854	372942	266a	301756	372811	266b

301860	372790	267a	301859	372789	267b
301860	372790	268a	301783	372839	268b
301880	372802	269a	301860	372790	269b
301884	372978	270a	301964	372912	270b
301945	372856	272a	301916	372823	272b
301956	372779	273a	302045	372720	273b
302003	373723	275a	302011	373722	275b
302009	373717	276a	302002	373717	276b
302045	373780	277a	302052	373778	277b
302074	373909	278a	302032	373912	278b
302107	373121	279a	302230	373019	279b
302144	373172	280a	302269	373121	280b
302170	373896	281a	302115	373890	281b

PART 2

Removal of important hedgerows

In the County of Conwy:

(1) Grid coordinates		*(2) Identifier as shown on the tree and hedgerow plan*	*(3) Grid coordinates*		*(4) Identifier as shown on the tree and hedgerow plan*
Easting	Northing		Easting	Easting	Northing
291968	376950	1a	291965	376945	1b
291975	376954	2a	291959	376910	2b
292104	376315	7a	292181	376379	7b
292160	376371	10a	292100	376319	10b
292160	376371	11a	292128	376443	11b
292179	376382	13a	292163	376371	13b
292308	378065	20a	292468	378063	20b
292452	377497	30a	292494	377340	30b
292511	375693	33a	292628	375685	33b
292883	374914	42a	292929	374915	42b
292910	374966	43a	292970	375082	43b
292930	374911	44a	293010	374812	44b
293006	374932	45a	292930	374912	45b
292899	374921	49a	293008	374942	49b
293434	373879	53a	293586	373952	53b
293588	373951	60a	293606	373742	60b
293882	373875	65a	293942	373830	65b
293944	373830	66a	293959	373914	66b
293944	373829	67a	294191	373675	67b
294020	373750	69a	294190	373822	69b
294219	373794	71a	294192	373680	71b
294262	373609	73a	294347	373663	73b
295117	373790	80a	295236	373870	80b
295372	373937	82a	295431	373843	82b
295380	373945	84a	295436	373851	84b
295590	373721	89a	295650	373652	89b
295612	374124	90a	295475	374045	90b
295702	373985	93a	295636	373924	93b
295786	374174	94a	295612	374124	94b
295817	373727	96a	295909	373737	96b
295921	374217	97a	295788	374171	97b
295993	373731	99a	296092	373683	99b
295995	373765	100a	295991	373734	100b
296001	373719	101a	295984	373665	101b
296091	374282	102a	295922	374219	102b
296359	373888	105a	296362	373880	105b
296472	373819	108a	296373	373893	108b
296453	373813	110a	296362	373880	110b

296558	373928	113a	296663	373890	113b
296608	374083	120a	296613	374080	120b
296665	374216	127a	296655	374217	127b
296838	373923	131a	296825	374022	131b
296831	374024	132a	296842	373923	132b
296986	374050	134a	296850	374039	134b
297095	374143	136a	297126	374059	136b

In the County of Denbighshire:

(1) Grid coordinates		*(2) Identifier as shown on the tree and hedgerow plan*	*(3) Grid coordinates*		*(4) Identifier as shown on the tree and hedgerow plan*
Easting	Northing		Easting	Easting	Northing
298091	373653	158a	298047	373576	158b
298148	373545	159a	298172	373643	159b
298852	373413	170a	298881	373508	170b
298886	373507	173a	298858	373411	173b
299006	373917	178a	299091	373914	178b
299193	373271	179a	299247	373275	179b
299305	373275	184a	299247	373275	184b
299314	373260	186a	299323	373194	186b
299317	373277	187a	299387	373278	187b
299314	373267	189a	299395	373275	189b
300122	372712	195a	300251	372636	195b
300252	372636	196a	300279	372724	196b
300279	372847	198a	300311	372829	198b
300279	372724	199a	300311	372829	199b
300283	372854	200a	300311	372837	200b
300311	372837	201a	300364	372794	201b
300311	372829	202a	300366	372784	202b
300365	372794	206a	300364	372794	206b
300534	373171	212a	300519	373161	212b
300580	373211	214a	300737	373132	214b
300628	373324	215a	300567	373211	215b
300657	373359	217a	300582	373221	217b
301246	373196	235a	301182	373151	235b
301254	373193	236a	301158	373117	236b
301309	373454	239a	301376	373609	239b
301393	372850	242a	301522	372781	242b
301427	373217	243a	301505	373360	243b
301493	372641	251a	301436	372728	251b
301493	372640	252a	301529	372686	252b
301529	372691	255a	301500	372763	255b
301547	373135	257a	301453	373187	257b
301813	373121	265a	301695	373040	265b
301916	372823	271a	301950	372787	271b
301956	372779	274a	302109	372982	274b
302200	372940	282a	302055	373021	282b

PART 3

Trees subject to tree preservation orders

(1) Tree preservation order reference	*(2) Type of tree*	*(3) Work to be carried out*	*(4) Relevant part of the authorised project*
Conwy County Borough Council Tree preservation order No. 4 dated 4 November 1949 relating to Part of Gwrych Castle Estate and Adjoining Land	Trees within the area identified as W4 in the First Schedule of the tree preservation order and as shown on Sheet 2 of the tree and hedgerow plan	Removal, felling or lopping of trees to facilitate the construction of access AC-B1 identified on the street works and access to works plan and otherwise to facilitate the authorised project	Work No. 9 sub-section (c) and Work No. 10 sub-section (e)

SCHEDULE 12

Article 44

Approval of matters specified in requirements

Interpretation

1. In this Schedule "application" means an application for any consent, agreement or approval required by a requirement whether or not the application seeks to discharge a requirement in whole or in part.

2. In this schedule "discharging authority" means—

(a) any body responsible for giving any consent, agreement or approval required by a requirement included in Schedule 2, or for giving any consent, agreement or approval further to any document referred to in any such requirement; or

(b) the local authority in the exercise of its functions set out in sections 60 (control of noise on construction sites) and 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974 subsequently referred to as "the 1974 Act"(a).

Applications made under requirements

3.—(1) Where an application has been made to the relevant discharging authority for any agreement or approval required pursuant to a requirement included in this Order, the relevant discharging authority must give notice to the undertaker of their decision, including the reasons, on the application, within a period of 13 weeks beginning with—

(a) the day immediately following that on which the application is received by the relevant discharging authority; or

(b) where further information is requested under paragraph 4 the working day immediately following that on which the further information has been supplied by the undertaker, or such longer period as may be agreed in writing by the undertaker and the relevant planning discharging authority.

(c) and 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.

Further information

4.—(1) Where an application has been made under paragraph 3 the relevant planning authority has the right to request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) If the relevant discharging authority considers further information is needed, and the requirement does not specify that consultation with a consultee is required, it must, within 15 working days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement indicates that consultation must take place with a consultee the relevant planning authority must issue the consultation to the requirement consultee within five working days of receipt of the application. Where the consultee requires further information they must notify the relevant discharging authority in writing specifying the further information required within 15 working days of receipt of the consultation. The relevant discharging authority must notify the undertaker in writing specifying any further information requested by the consultee within five working days of receipt of such a request.

(4) In the event that the relevant discharging authority does not give such notification as specified in sub- paragraph (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

Provision of information by Consultees

5.—(1) Any consultee who receives a consultation under paragraph 4(3) must respond to that request within 20 working days from receipt unless sub-paragraph (2) of this paragraph applies.

(2) Where any consultee requests further information in accordance with the timescales set out in paragraph 4(3) then they must respond to the consultation within 10 working days from the receipt of the further information requested.

Fees

6.—(1) Where an application is made to the relevant planning authority for agreement or approval in respect of a requirement or agreement or approval of an amendment pursuant to requirement 30 of Schedule 2 the fee for the discharge of conditions as specified in the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (Wales) Regulations 2015(**a**) (or any regulations replacing the same) is to be paid by the undertaker to the relevant planning authority in accordance with these regulations unless otherwise agreed with the relevant planning authority.

(2) Any fee paid under this Schedule must be refunded to the undertaker within 20 working days of the application being rejected as invalidly made.

Appeal

7.—(1) The undertaker may appeal in the event that—

(a) the relevant discharging authority refuses an application for any consent, agreement or approval required by—

(i) a requirement included in this Order; or

(ii) a document referred to in any requirement contained in Schedule 2;

(b) the discharging authority does not determine such an application within the time period set out in paragraph 3, or grants it subject to conditions;

(**a**) S.I. 2015/1522 (W.179).

(c) the discharging authority issues a notice further to sections 60 (control of noise on construction sites) or 61 (prior consent for work on construction sites) of the 1974 Act;

(d) on receipt of a request for further information pursuant to paragraph 4 of this Part of this Schedule, the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not necessary for consideration of the application; or

(e) on receipt of any further information requested, the discharging authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The appeal process is to be as follows—

(a) any appeal by the undertaker must be made within 30 working days of the date of the notice of the decision or determination, or (where no determination has been made) the expiry of the time period set out in paragraph 3, giving rise to the appeal referred to in sub- paragraph (1);

(b) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant discharging authority and any consultee required to be consulted pursuant to the requirement which is the subject of the appeal (together with the undertaker, these are the "appeal parties");

(c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person ("the appointed person") to determine the appeal and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for their attention should be sent, the date of such notification being the "start date" for the purposes of this sub-paragraph (2);

(d) the relevant discharging authority and any consultee required to be consulted pursuant to the requirement which is the subject of the appeal must submit written representations to the appointed person in respect of the appeal within 15 working days of the start date and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;

(e) the appeal parties must make any counter-submissions to the appointed person within 15 working days of receipt of written representations pursuant to sub-paragraph (2)(d); and

(f) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within 20 working days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (2)(e).

(3) The appointment of the person pursuant to sub-paragraph (2)(c) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the appointed person considers that further information is necessary to consider the appeal, the appointed person must as soon as practical notify the appeal parties in writing specifying the further information required and the date by which the information is to be submitted and the appointed person must make any notification and set the date for the receipt of such further information having regard to the timescales in sub-paragraph (2).

(5) Any further information required under sub-paragraph (4) must be provided by the appeal party from whom the further information was requested to the appointed person and other appeal parties, the relevant planning authority and any consultee required to be consulted pursuant to the requirement the subject of the appeal on the date specified by the appointed person (the "specified date"), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within 10 working days of the specified date but otherwise is to be in accordance with the process and time limits set out in sub-paragraphs (2)(d) to (2)(f).

(6) On an appeal under this sub-paragraph, the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the relevant planning authority (whether the appeal relates to that part of it or not).

(7) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits and in the sole discretion of the appointed person such written representations as have been sent outside of the relevant time limits.

(8) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(9) The decision of the appointed person on an appeal is to be final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(10) If an approval is given by the appointed person pursuant to this paragraph, it is to be deemed to be an approval for the purpose of Schedule 12 as if it had been given by the relevant discharging authority. The relevant planning authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(11) Save where a direction is given pursuant to sub-paragraph (12) requiring the costs of the appointed person to be paid by the relevant discharging authority, the reasonable costs of the appointed person must be met by the undertaker.

(12) On application by the relevant planning authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to the Welsh Government's 'Development Management Manual Section 12 Annex: Award of costs' or any circular or guidance which may from time to time replace it.

SCHEDULE 13

Article 45

Arbitration rules

Primary objective

1.—(1) The primary objective of these arbitration rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within four months from the date the arbitrator is appointed pursuant to article 45 (arbitration) of the Order.

(2) The parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the parties. Any dispute which is not resolved amicably by the senior management of the parties within twenty business days of the dispute arising, or such longer period as agreed in writing by the parties, will be subject to arbitration in accordance with the terms of this Schedule.

(3) The arbitration will be deemed to have commenced when a party ("the claimant") serves a written notice of arbitration on the other party ("the respondent").

Time periods

2.—(1) All time periods in these arbitration rules will be measured in business days and this will exclude weekends and bank holidays.

(2) Time periods will be calculated from the day after the arbitrator is appointed which will be either—

(a) the date the arbitrator notifies the parties in writing of acceptance of an appointment by agreement of the parties; or

(b) the date the arbitrator is appointed by the Secretary of State.

Timetable

3.—(1) The timetable for the arbitration will be that set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 15 days of the arbitrator being appointed, the claimant must provide both the respondent and the arbitrator with—

(a) a written statement of claim which describes the nature of the difference between the parties, the legal and factual issues, the claimant's contentions as to those issues, and the remedy it is seeking; and

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 15 days of receipt of the claimant's statements under sub-paragraph (2) by the arbitrator and respondent, the respondent must provide the claimant and the arbitrator with—

(a) a written statement of defence responding to the claimant's statement of claim, its statement in respect of the nature of the difference, the legal and factual issues in the claimant's claim, its acceptance of any element(s) of the claimant's claim, its contentions as to those elements of the claimant's claim it does not accept;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and

(c) any objections it wishes to make to the claimant's statements, comments on the claimant's expert report(s) (if submitted by the claimant) and explanations for the objections.

(4) Within five days of the respondent serving its statements sub-paragraph (3), the claimant may make a statement of reply by providing both the respondent and the arbitrator with—

(a) a written statement responding to the respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;

(b) all statements of evidence and copies of documents in response to the respondent's submissions;

(c) any expert report in response to the respondent's submissions;

(d) any objections to the statements of evidence, expert reports or other documents submitted by the respondent; and

(e) its written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The arbitrator will make an award on the substantive difference based solely on the written material submitted by the parties unless the arbitrator decides that a hearing is necessary to explain or resolve any matters.

(2) Either party may, within two days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(3) Within five days of receiving the last submission, the arbitrator will notify the parties whether a hearing is to be held and the length of that hearing.

(4) Within ten days of the arbitrator advising the parties that he will hold a hearing, the date and venue for the hearing will be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which he considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the arbitrator's direction confirming the date and venue of the hearing.

(5) A decision will be made by the arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the arbitrator, then any expert(s) attending the hearing may be asked questions by the arbitrator.

(6) There will be no process of examination and cross-examination of experts, but the arbitrator will invite the parties to ask questions of the experts by way of clarification of any answers given by the expert(s) in response to the arbitrator's questions. Prior to the hearing the procedure for the expert(s) will be that—

(a) at least 20 days before a hearing, the arbitrator will provide a list of issues to be addressed by the expert(s);

(b) if more than one expert is called, they will jointly confer and produce a joint report or reports within ten days of the issues being provided; and

(c) the form and content of a joint report will be as directed by the arbitrator and must be provided at least five days before the hearing.

(7) Within ten days of a hearing or a decision by the arbitrator that no hearing is to be held the parties may by way of exchange provide the arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The arbitrator will take these submissions into account in the award.

(8) The arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within four months of the date on which they are appointed, unless both parties otherwise agree to an extension to the date for the award.

(9) If a party fails to comply with the timetable, procedure or any other direction then the arbitrator may continue in the absence of a party or submission or document,and may make a decision on the information before them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.

(10) The arbitrator's award must include reasons. The parties will accept that the extent to which reasons are given is to be proportionate to the issues in dispute and the time available to the arbitrator to deliver the award.

Arbitrator's powers

5.—(1) The arbitrator has all the powers of the arbitration Act 1996(**a**), including the non-mandatory sections, save where modified by these rules.

(2) There will be no discovery or disclosure, except that the arbitrator has the power to order the parties to produce such documents as are reasonably requested by another party no later than the statement of reply, or by the arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a redfern schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the arbitrator. In the absence of agreement, the arbitrator may vary the timescales and/or procedure—

(a) if the arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;

(b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the arbitrator's fees and expenses.

Costs

6.—(1) The costs of the arbitration will include the fees and expenses of the arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the arbitration.

(2) Subject to sub-paragraph (3), the arbitrator will award recoverable costs on the general principle that each party should bear its own costs.

(3) The arbitrator may depart from the general principle in sub-paragraph (2) and make such other costs award as it considers reasonable where a party has behaved unreasonably as defined within the National Planning Practice Guidance or such other guidance as may replace it.

Confidentiality

7.—(1) Subject to sub-paragraphs (2) and (3), any arbitration hearing and documentation will be confidential and will only be publicly disclosed where required by law or with the agreement of both parties.

(2) The arbitrator may direct that the whole or part of a hearing is to be private or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(3) Nothing in this paragraph prevents any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.

SCHEDULE 14

Article 5

Marine Licence ORML2429G: Mona Offshore Wind Farm Generation Assets

PART 1

Licensed marine activities

Interpretation

1.—(1) In this licence—

"2004 Act" means the Energy Act 2004(**a**);

"2008 Act" means the Planning Act 2008;

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

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

"ancillary works" means the ancillary works described in Part 2 of Schedule 1 (ancillary works) and any other works authorised by this Order that are not development within the meaning of section 32 of the 2008 Act;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this licence;

"authorised scheme" means the authorised development described as Work No. 1 and the further associated development described in paragraph 3 of Part 1 of this licence or any part of that work or development;

(**a**) 2004 c. 20. Section 105 was amended by section 69 of the Energy Act 2008 (c. 32).
(**b**) 2009 c. 23.

“buoy” means any floating device used for navigational purposes or measurement purposes, including wave buoys, LiDAR and guard buoys;

“cable” means up to 400kV cables for the transmission of electricity and includes direct lay cables, cables laid in cable ducts or protective covers, and further includes fibre optic and other communications cables either within the cable or laid alongside;

“cable crossings” means the crossing of existing sub-sea cables, pipelines or other existing infrastructure by the cables authorised by this Order together with cable protection;

“cable protection” means measures to protect cables from physical damage including but not limited to concrete mattresses, with or without frond devices, and/or rock placement, the use of bagged solutions filled with grout or other materials;

“commence” means the first carrying out of any licensed marine activities, save for non-intrusive pre-construction surveys, unexploded ordnance surveys and low order unexploded ordnance clearance, and “commenced” and “commencement” must be construed accordingly;

“commercial operation” means in relation to any part of the authorised scheme the exportation, transmission or conversion, on a commercial basis, of electricity;

“condition” means a condition in Part 2 of this licence;

“electronic transmission” means a communication transmitted—

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

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

“environmental statement” means the document certified as the environmental statement by the Secretary of State under article 41 (certification of plans and documents etc) of this Order including the documents listed in Table 6 of Schedule 15;

“foundation” means any one or more of: a multi-leg pin piled jacket, multi-leg suction bucket jacket, or gravity base foundation;

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

“HAT” means highest astronomical tide;

“high order unexploded ordnance clearance” means an unexploded ordnance clearance method which intentionally seeks to detonate the unexploded ordnance;

“inter-array cables” means the cables linking the wind turbine generators to each other and to the offshore substation platforms;

“interconnector cables” means the cables linking the offshore substation platforms to each other;

“jacket foundation” means a steel jacket/lattice-type structure constructed of steel, fixed to the seabed with steel pin piles or steel suction buckets and associated equipment including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

“LAT” means lowest astronomical tide;

“layout principles” means the layout development principles contained within Table 3.7 of the environmental statement project description referred to as document F1.3 in Schedule 15;

“LiDAR” means a light detection and ranging system used to measure weather and sea conditions;

“licensed marine activities” means those activities detailed in paragraph 2 Part 1 of Schedule 14;

“licensing authority” means Natural Resources Body for Wales acting on behalf of the Welsh Ministers pursuant to powers under the 2009 Act or any successor of that function;

“low order unexploded ordnance clearance” means an unexploded ordnance clearance method which falls within the scope of the methods assessed by the environmental statement and which does not seek to detonate the unexploded ordnance;

"maintain" includes works to:

(a) inspect, upkeep, repair, adjust or alter the authorised scheme; and

(b) remove, reconstruct or replace any part of the authorised scheme,

provided that such works are undertaken in accordance with condition 10 and do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement; and any derivative of "maintain" is to be construed accordingly;

"marine enforcement officer" means an officer acting on behalf of Welsh Ministers in relation to Welsh Minister's enforcement responsibilities for this marine licence and "MEO" must be construed accordingly;

"MCA" means the Maritime and Coastguard Agency, the executive agency of the Department for Transport;

"measures to minimise disturbance to marine mammals and rafting birds from transiting vessels" means the document certified as the measures to minimise disturbance to marine mammals and rafting birds from transiting vessels by the Secretary of State under article 41 for the purposes of this Order;

"NRW" means Natural Resources Body for Wales or any successor body to its functions;

"offshore in-principle monitoring plan" means the document certified as the offshore in-principle monitoring plan by the Secretary of State under rticle 41 for the purposes of this Order;

"offshore order limits and grid coordinates plan" means the document certified as the offshore order limits and grid coordinates plan by the Secretary of State under article 41 for the purposes of this Order;

"offshore substation platform" means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks and open with modular equipment or fully clad, containing—

(a) electrical equipment required to switch, transform or convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation, including high voltage power transformers, high voltage switchgear and busbars, substation auxiliary systems and low voltage distribution, instrumentation, metering equipment and control systems, standby generators, shunt reactors, auxiliary and uninterruptible power supply systems; and

(b) accommodation, storage, workshop auxiliary equipment and facilities for operating, maintaining and controlling the substation or wind turbine generators, including navigation, aviation and safety marking and lighting, systems for vessel access and retrieval, cranes, potable water supply, black water separation, stores, fuels and spares, communications systems and control hub facilities and other associated equipment and facilities;

"offshore surface structures" means offshore substation platforms and wind turbine generators;

"Order limits" means the limits shown on the offshore order limits and grid coordinates plan certified as the offshore order limits and grid co-ordinates plan by the Secretary of State under article 41 for the purposes of this Order within which the authorised project may be carried out;

"outline fisheries liaison and co-existence plan" means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State under article 41 for the purposes of this Order;

"outline marine mammal mitigation protocol" means the document certified as the outline marine mammal mitigation protocol by the Secretary of State under article 41 for the purposes of this Order;

"outline offshore operations and maintenance plan" means the document certified as the outline offshore operations and maintenance plan by the Secretary of State under article 41 for the purposes of this Order;

"outline offshore written scheme of investigation for archaeology and protocol for archaeological discoveries" means the document certified as the outline offshore written scheme of investigation for archaeology and protocol for archaeological discoveries by the Secretary of State under article 41 for the purposes of this Order;

"outline onshore written scheme of investigation" means the document certified as the outline onshore written scheme of investigation by the Secretary of State under article 41 for the purposes of this Order;

"outline underwater sound management strategy" means the document certified as the outline underwater sound management strategy by the Secretary of State under article 41 for the purposes of this Order;

"outline vessel traffic management plan" means the document certified as the outline vessel traffic management plan by the Secretary of State under article 41 for the purposes of this Order;

"operation" means the undertaking of activities authorised by this Order which are not part of the construction, commissioning or decommissioning of the authorised scheme;

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

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

"statutory historic body" means CADW, Welsh Archaeological Trust, or Royal Commission on the Ancient and Historical Monuments of Wales, or the relevant successor bodies;

"statutory nature conservation body" means the Joint Nature Conservation Committee (or the relevant successor body) or NRW;

"suction bucket jacket foundation" means a tubular steel structure which partially or fully penetrates the seabed and associated equipment, including scour protection, J-tubes, corrosion protection systems and access platforms and equipment;

"Trinity House" means the Corporation of Trinity House of Deptford Strond;

"UKHO" means the United Kingdom Hydrographic Office of Admiralty Way, Taunton, Somerset, TA1 2DN;

"undertaker" means Mona Offshore Wind Limited (company registration number 13497266) whose registered office address is Chertsey Road, Sunbury on Thames, Middlesex, United Kingdom, TW16 7BP;

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

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

(2) In this licence a reference to any statute, order, regulation or similar instrument is a reference to a statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(3) In this licence, unless otherwise indicated—

(a) all times are Greenwich Mean Time ("GMT");

(b) all coordinates are latitude and longitude decimal degrees.

(4) Unless otherwise stated or agreed with the licensing authority, all notifications must be sent by the undertaker to the licensing authority. Except where otherwise notified in writing by the relevant organisation, the addresses for correspondence for the purposes of this Schedule are—

(a) Natural Resources Wales Marine Licensing Team
Email: marinelicensing@cyfoethnaturiolcymru.gov.uk
Tel: 0300 065 3000
Welsh Government Offices
Cathays Park
King Edward VII Avenue
Cardiff
CF10 3NQ

(b) Maritime and Coastguard Agency
UK Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Email: navigationsafety@mcga.gov.uk

(c) Trinity House
Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900
Email: navigation@trinityhouse.co.uk

(d) United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900

(e) Welsh Government Marine Enforcement Officers
Welsh Government
Suite 3
Cedar Court
Haven's Head Business Park
Milford Haven
Pembrokeshire
SA73 3LS
Tel: 03000253500
Email: wfmccmpc@gov.wales

(f) Civil Aviation Authority
Aviation House
Beehive Ringroad
Crawley

West Sussex

Details of licensed marine activities

2. Subject to the conditions, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act—

(a) the deposit at sea of the substances and objects specified in paragraph 4 below;

(b) the construction of works in or over the sea or on or under the sea bed;

(c) dredging for the purposes of seabed preparation for foundation works or cable works;

(d) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation;

(e) site clearance and preparation works including clearance of debris, boulder clearance and the removal of out of service cables and static fishing equipment;

(f) low order unexploded ordnance clearance;

(g) the use of extracted seabed material within gravity base foundations; and

(h) the disposal of up to 13,037,497 cubic metres of inert material of natural origin within Work No. 1 produced during construction drilling or seabed preparation for foundation works, cable works and boulder clearance works.

3. Such activities are authorised in relation to the construction, maintenance and operation of the authorised scheme being an offshore wind generating station with electrical output capacity of over 350 mega watts comprising—

Work No. 1:

(a) up to 96 wind turbine generators each fixed to seabed by a foundation;

(b) a network of subsea inter-array cables between the wind turbine generators and offshore substation platforms including cable crossings and cable protection;

(c) up to four offshore substation platforms each fixed to the seabed by a foundation; and

(d) a network of subsea interconnector cables between the offshore substation platforms including cable crossings and cable protection; and

in connection with the licensed marine activities in Work No. 1 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised scheme and which fall within the scope of the work assessed by the environmental statement, including—

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

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

(c) dredging;

(d) the removal of material from the seabed required for the construction of Work No. 1 and the disposal of inert material of natural origin and/or dredged material within Work No. 1 produced during construction drilling, and seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching;

(e) creation and use of temporary vessel laydown areas, use of cable anchors;

(f) removal of static fishing equipment;

(g) the use of extracted seabed material within gravity base foundations; and

(h) lighting.

4. The substances and objects authorised for deposit at sea are—

(a) iron, steel, copper and aluminium;

(b) stone and rock;

(c) concrete and grout;

(d) sand and gravel;

(e) plastic and synthetic;

(f) material extracted from within Work No. 1 during construction drilling or seabed preparation for foundation works and cable sandwave preparation works; and

(g) marine coatings, other chemicals and timber.

5. The licenced marine activities set out in paragraph 2 must be located within Work No. 1 being the area described by the co-ordinates set out in Table 3 below—

Table 3

Point	*Latitude WGS84*	*Longitude WGS84*
1	53.6363894	-4.0563946
2	53.7088426	-4.0581057
3	53.7804251	-4.0602816
4	53.7909267	-4.0573473
5	53.7909295	-4.0573466
6	53.8087168	-4.0364299
7	53.8074112	-3.9392126
8	53.7607763	-3.8626603
9	53.7607757	-3.8626596
10	53.7384537	-3.8261066
11	53.6900718	-3.8251539
12	53.6513598	-3.8014256
13	53.6102634	-3.8006428
14a	53.6114805	-3.8832447
15a	53.6295993	-4.0090005

6. This licence remains in force until the authorised scheme has been decommissioned in accordance with the provisions of Schedule 2, requirement 20 of the Order and in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes) of the 2004 Act, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) and (8) relating to the transfer of the licence apply only to a transfer not falling within article 7 (benefit of order) of the Order.

8. With respect to any condition which requires the licensed marine activities be carried out in accordance with the details, plans or schemes approved under this licence, the approved details, plans or schemes are taken to include any amendments that may subsequently be approved in writing by the licensing authority.

PART 2

Conditions

Design parameters

9.—(1) The authorised scheme must be constructed in accordance with the parameters assessed in the environmental statement and set out in Table 4 below.

(2) The parameters in Table 4 do not allow works in relation to wind turbine generators that give rise to any materially new or materially different environmental effects to those identified in the environmental statement based upon the two assessed scenarios set out in Table 3.5 of the environmental statement.

Table 4

Parameter	*Value*
Maximum number of wind turbine generators	96
Maximum height of wind turbine generators when measured from LAT to the tip of the vertical blade (metres)	364
Maximum rotor diameter of each wind turbine generator (metres)	320
Maximum rotor swept area (square metres)	5,468,884
Minimum distance from LAT to the lowest point of the rotating blade for each turbine (metres)	34
Minimum distance between rows of offshore surface structures (metres)	1,400
Minimum distance between offshore surface structures within a row (metres)	1,400
Maximum diameter of pin piles for wind turbine generators on jacket pin pile foundation (metres)	5.5
Maximum diameter of gravity base at the seabed for wind turbine generators on gravity base foundations (metres)	49
Maximum diameter of buckets for wind turbine generators on suction bucket jackets (metres)	18
Maximum diameter of pin piles for offshore substation platform on jacket pin pile foundations (metres)	5.5
Maximum diameter of gravity base at the seabed for offshore substation platforms on gravity base foundations (metres)	80
Maximum volume of extracted material to be used in gravity base foundations (cubic metres)	490,000
Maximum diameter of buckets for offshore substation platforms on suction bucket jackets (metres)	18
Maximum total seabed footprint for wind turbine generators (including scour protection) (square metres)	735,488
Maximum number of offshore substation platforms	4
Maximum dimensions of offshore substation platforms (excluding towers, helipads, masts, and cranes):	
Height of main structure when measured from LAT (metres)	70
Length (metres)	80
Width (metres)	60
Maximum total seabed footprint area for	24,964

offshore substation foundations (including scour protection) (square metres)	
Maximum volume of scour protection for offshore substation foundations (cubic metres)	58,361
Maximum volume of scour protection for wind turbine generators (cubic metres)	1,701,998
Maximum total length of cables within Work No. 1 (inter-array and interconnector) (kilometres)	325
Maximum total length of interconnector cables (kilometres)	50
Maximum length of inter-array cables (kilometres)	325
Maximum number of cable crossings (inter-array)	67
Maximum number of cable crossings (interconnector)	10
Maximum volume of cable protection for cables within Work No.1 (inter-array and interconnector) (cubic metres)	1,053,420
Maximum total seabed footprint of cable protection for cables within Work No. 1 (inter-array and interconnector) (square metres)	627,960

Maintenance of the authorised scheme

10.—(1) The undertaker may at any time maintain the authorised scheme, so far as is consistent with the provisions of this licence and except to the extent that this marine licence or an agreement made under this marine licence provides otherwise.

(2) Maintenance works include but are not limited to—

(a) major wind turbine component or offshore substation platform replacement;

(b) painting and applying other coatings to wind turbine generators or offshore substation platforms;

(c) bird waste and marine growth removal;

(d) cable remedial burial;

(e) cable repairs and replacement;

(f) access ladder and boat landing replacement;

(g) wind turbine generator and substation platform anode replacement; and

(h) j-tube repair/replacement.

(3) An offshore operations and maintenance plan in accordance with the outline offshore operations and maintenance plan must be submitted to the licensing authority for approval in writing at least four months prior to commencement of the operation of licensed activities and be provided for review and resubmission every three years during the operational phase. Maintenance must be carried out in accordance with the approved plans.

Extension of time periods

11. Any time period given in this marine licence to the undertaker may be extended with the agreement of the licensing authority, such agreement not to be unreasonably withheld or delayed.

Notifications and inspections

12.—(1) The undertaker must ensure that—

(a) a copy of this marine licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to—

(i) all agents and contractors notified to the licensing authority in accordance with condition 22; and

(ii) the masters and transport managers responsible for the vessels notified to the licensing authority in accordance with condition 22.

(2) Only those persons and vessels notified to the licensing authority in accordance with condition 22 are permitted to carry out the licensed marine activities.

(3) Copies of this marine licence must also be available for inspection at the following locations—

(a) the undertaker's registered address;

(b) any site office located at or adjacent to the construction site and used by the undertaker or its agents and contractors responsible for the loading, transportation or deposit of the authorised deposits; and

(c) on board each vessel and at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The information referred to in sub-paragraph (1)(a) must be available for inspection by officers appropriately authorised by the licensing authority and authorised MEOs at the locations set out in sub-paragraph (3)(b).

(5) The undertaker must provide access, and if necessary appropriate transportation, to the offshore construction site or any other associated works or vessels to facilitate any inspection that the licensing authority or the MEO considers necessary to inspect the works during the construction and operation of the authorised scheme.

(6) The undertaker must inform the licensing authority and the MEO in writing at least 10 days prior to the commencement of the authorised scheme or any part of them and within 10 days of the completion of the construction of the authorised scheme.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to kingfisher@seafish.co.uk of details of the vessel routes, timings and locations relating to the construction of the authorised scheme or relevant part—

(a) at least 14 days prior to the commencement of licenced marine activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data;

(b) as soon as reasonably practicable and no later than 24 hours following completion of the construction of the authorised scheme,

and confirmation of notification must be provided to the licensing authority within five days.

(8) The undertaker must ensure that a local notification to mariners is issued at least 14 days prior to any of the non-intrusive pre-construction surveys, unexploded ordnance surveys and low order unexploded ordnance clearance taking place and prior to the commencement of the authorised scheme or any part thereof advising of its start date and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the licensing authority, MCA, Trinity House and UKHO within five days of the notifications being sent.

(9) The undertaker must ensure that local notifications to mariners are updated and reissued at regular intervals during the pre-construction surveys, unexploded ordnance surveys low order unexploded ordnance clearance and construction activities and at least five days before any planned operations and maintenance works (or otherwise agreed) and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme approved under condition 17(1)(b). Copies of all notices must be provided to the licensing authority, and UKHO within five days of the notification being sent.

(10) The undertaker must notify UKHO within 14 days of completion of the construction of the authorised scheme or any part thereof in order that all necessary amendments to nautical charts are

made. Copies of all notices must be provided to the licensing authority, the MEO, and MCA within five days of the notification being sent.

(11) In case of damage to, or destruction or decay of, the authorised scheme or any part thereof, excluding the exposure of cables and cable faults, the undertaker must as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the licensing authority, the MEO, MCA, Trinity House, the Kingfisher Information Service of Seafish, UKHO and the regional fisheries contact.

(12) In case of buried cables becoming exposed on or above the seabed, the undertaker must within three days following identification of exposure of cables or cable faults, notify regional fisheries contacts and inform the Kingfisher Information Service of Seafish of the location and extent of exposure or cable faults. Copies of all such notices must be provided to the licensing authority, the MEO, MCA, Trinity House, and UKHO within five days of the notification being sent.

Colouring of structures

13.—(1) Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised scheme yellow (colour code RAL 1023) from at least HAT to a height as directed by Trinity House.

(2) Unless the licensing authority otherwise directs, the undertaker must paint the remainder of the structures forming part of the authorised scheme grey (colour code RAL 7035).

Aids to navigation

14.—(1) The undertaker must during the period from commencement of construction of the authorised scheme to completion of decommissioning of the authorised scheme exhibit such lights, marks, sounds, signals and other aids to navigation, and take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.

(2) The undertaker must during the whole period from commencement of construction of the authorised scheme to completion of decommissioning of the authorised scheme keep Trinity House and the licensing authority informed of progress of the authorised scheme including—

(a) notice of commencement of construction of the authorised project within 24 hours of commencement having occurred;

(b) notice within 24 hours of any aids to navigation being established by the undertaker; and

(c) notice within five days of completion of construction of the authorised project.

(3) The undertaker must provide reports to Trinity House on the availability of aids to navigation in accordance with the frequencies set out in the aids to navigation management plan agreed pursuant to condition 17(1)(g) using the reporting system provided by Trinity House or otherwise agreed in writing.

(4) The undertaker must during the whole period from commencement of the authorised scheme to completion of decommissioning of the authorised scheme notify Trinity House and the licensing authority of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.

(5) In the event that the provisions of conditions 12(11) or 12(12) are invoked, the undertaker must lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as directed by Trinity House.

Chemicals, drilling and debris

15.—(1) Unless otherwise agreed in writing by the licensing authority, the carriage and use of chemicals in the construction of the authorised scheme must comply with the International Convention for the Prevention of Pollution from Ships of 1997.

(2) The undertaker must ensure that any coatings and treatments are suitable for use in the marine environment and are used in accordance with recognised best practice.

(3) The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment, including bunding of 110 percent of the total volume of all reservoirs and containers.

(4) The undertaker must inform the licensing authority in writing of the time, date, location and quantities of material disposed of each month under this licence by submission of a disposal return by 31 January each year for the months July to December inclusive, and by 31 July each year for the months January to June inclusive.

(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within the Order limits.

(6) The undertaker must ensure that any rock material used in the construction of the authorised scheme is from a recognised source, free from contaminants and containing minimal fines.

(7) The undertaker must ensure that no waste concrete slurry or wash water from concrete or cement works are discharged into the marine environment. Concrete and cement mixing and washing areas must be contained to prevent run off entering the water through the freeing ports.

(8) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the licensing authority in accordance with the marine pollution contingency plan agreed under condition 17(1)(e)(i).

Force majeure and dropped objects

16.—(1) All dropped objects, materials and deposits must be notified to the licencing authority in accordance with the dropped objects plan and if—

(a) due to stress of weather or any other cause, the master of a vessel determines that it is necessary to deposit the authorised deposits within or outside of the Order limits because the safety of human life or if the vessel is threatened, within 48 hours the undertaker must notify full details of the circumstances of the deposit to the licensing authority, the MEO, Trinity House and the MCA; or

(b) any rock material used in the construction of the authorised scheme is misplaced or lost within the Order limits, the undertaker must report the loss in writing to the licencing authority, the MEO, Trinity House and the MCA within 48 hours of becoming aware of it.

(2) If the licencing authority considers such objects, materials or deposits notified pursuant to paragraph (1) constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must locate the relevant object, material or deposit and recover it at its own expense unless otherwise approved in writing by the licencing authority.

(3) On receipt of a notice pursuant to paragraph (1) the licencing authority may require relevant surveys to be carried out by the undertaker (such as side scan sonar) at the undertaker's expense.

Pre-construction plans and documentation

17.—(1) No part of the authorised scheme may commence until the following (insofar as relevant to that activity or phase of activity) have been submitted to and approved in writing by the licensing authority (in consultation with the relevant statutory historic body, the statutory nature conservation body, Trinity House or the MCA as appropriate)—

(a) a design plan at a scale of between 1:25,000 and 1:50,000 in accordance with the layout principles, including detailed representation on the most suitably scaled admiralty chart, setting out proposed details of the authorised scheme, including the:

(i) number, dimensions, specification, foundation type(s) and depth for each wind turbine generator and offshore substation platform;

(ii) confirmation of whether Work No. 1 (c) and (d) are to be constructed under this marine licence;

(iii) the proposed layout of all wind turbine generators and offshore substation platforms (which shall be in accordance with the recommendations for layout contained in MGN654 and its annexes), including grid coordinates of the centre point of the proposed location for each wind turbine generator and offshore substation platform subject to up to 55 metre micro-siting in any direction unless otherwise agreed in writing with the licensing authority in consultation with the MCA and Trinity House;

(iv) proposed layout of all cables;

(v) location and specification of all other aspects of the authorised scheme; and

(vi) any archaeological exclusion zones;

to ensure conformity with the description of Work No. 1 and compliance with conditions 9 and 10 and any wake effects plan approved by the Secretary of State in accordance with requirement 29;

(b) a construction programme to include details of—

(i) the proposed date of commencement of the authorised scheme;

(ii) proposed timings for mobilisation of plant delivery of materials and installation works;

(iii) an indicative written construction programme for all wind turbine generators and offshore substation platforms forming part of the authorised scheme and licensed marine activities;

(c) a monitoring plan in accordance with the offshore in-principle monitoring plan and including details of proposed pre-construction surveys, baseline report format and content, construction monitoring, post-construction monitoring and related reporting in accordance with conditions 23, 24, 25 to be submitted to the licensing authority in accordance with the following unless otherwise agreed in writing with the licensing authority—

(i) at least four months prior to the first survey, detail of the pre-construction surveys and an outline of all proposed monitoring;

(ii) at least four months prior to commencement of construction, detail on construction monitoring;

(iii) at least four months prior to the authorised scheme being brought into commercial operation scheme, details of post-construction monitoring, if required;

(d) an offshore construction method statement in accordance with the construction methods assessed in the environmental statement, including details of—

(i) cable specification, installation and monitoring, to include—

(aa) the technical specification of the inter-array cables and interconnector cables as relevant;

(bb) a detailed cable specification and installation plan for the authorised scheme, incorporating a cable burial risk assessment encompassing the identification of any cable protection that exceeds 5 percent of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5 percent of navigable depth is identified details of any steps (to be determined following consultation with the MCA and Trinity House) to be taken to ensure existing and future safe navigation is not compromised or similar, such assessment to ascertain suitable burial depths and cable laying techniques including cable protection; and

(cc) details of cable monitoring including details of cable protection until the authorised scheme is decommissioned which includes a risk-based approach to the management of unburied or shallow buried cables;

(ii) scour protection management and cable protection management including details of the need, type, sources, quantity and installation methods for scour protection and cable protection, (with details updated and resubmitted for approval if changes to scour and cable protection management are proposed following cable laying operations);

(iii) foundation installation methodology, including drilling methods and disposal of drill arisings and material extracted during seabed preparation for foundation and cable installation works;

(iv) contractors;

(v) associated ancillary works; and

(vi) guard vessels to be employed;

(e) an offshore environmental management plan covering the period of construction and operation to include details of—

(i) a marine pollution contingency plan to address the risks, methods and procedures to deal with any spills and collision incidents during construction and operation of the authorised scheme in relation to all activities carried out;

(ii) a chemical risk assessment, including information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;

(iii) waste management and disposal arrangements;

(iv) the appointment and responsibilities of a fisheries liaison officer;

(v) a fisheries liaison and coexistence plan in accordance with the outline fisheries liaison and co-existence plan, to ensure relevant fishing fleets are notified of commencement of the authorised scheme pursuant to condition 12(8) and to address the interaction of the construction of the authorised scheme with fishing activities;

(vi) measures to minimise disturbance to marine mammals and rafting birds from transiting vessels; and

(vii) measures to minimise the potential spread of invasive non-native species;

(f) an offshore written scheme of investigation for archaeology and protocol for archaeological discoveries in relation to the Order limits, in accordance with the outline offshore written scheme of investigation and protocol for archaeological discoveries and industry good practice and including—

(i) details of responsibilities of the undertaker, archaeological consultant and contractor;

(ii) a methodology for further site investigation including any specifications for geophysical, geotechnical and diver or remotely operated vehicle investigations;

(iii) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the licensing authority within four months of any survey being completed;

(iv) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones;

(v) monitoring of archaeological exclusion zones during and post construction where required;

(vi) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the National Record of the Historic Environment, by submitting an OASIS (Online Access to the Index of archaeological investigations) form with a digital copy of the report within six months of completion of construction of the authorised scheme, and to notify the licensing authority that the OASIS form has been submitted to the National Record of the Historic Environment within two weeks of submission;

(vii) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and maintenance of the authorised scheme; and

(viii) a timetable for all further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of construction of the authorised scheme;

(g) an aids to navigation management plan specifying how the undertaker will ensure compliance with condition 14 from the commencement of construction of the authorised scheme to the completion of decommissioning of the authorised scheme;

(h) in the event that driven or part-driven pile foundations are proposed to be used, a marine mammal mitigation protocol in accordance with the outline marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the statutory nature conservation body;

(i) a dropped objects plan;

(j) a vessel traffic management plan in accordance with the outline vessel traffic management plan;

(k) a vessel traffic monitoring strategy in accordance with the offshore in-principle monitoring plan; and

(l) a compliance report in respect of the conditions to be discharged.

18.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 17 must be submitted for approval at least four months before the intended commencement of licensed marine activities, except where otherwise stated or unless otherwise agreed in writing by the licensing authority.

(2) The licensed marine activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 17, unless otherwise agreed in writing by the licensing authority.

Underwater Sound Management Strategy

19.—(1) No piling activities or low order unexploded ordnance clearance can commence until for those activities an underwater sound management strategy in accordance with the outline underwater sound management strategy has been submitted to and approved in writing by the licencing authority in consultation with the statutory nature conservation body.

(2) The underwater sound management strategy must be submitted to the licensing authority no later than four months prior to the commencement of the relevant activities unless otherwise agreed in writing by the licensing authority.

(3) Piling activities or low order unexploded ordnance clearance must be carried out in accordance with the approved underwater sound management strategy, unless otherwise agreed in writing by the licensing authority.

Low order unexploded ordnance clearance

20.—(1) No low order unexploded ordnance clearance activities can commence until for those activities the following have been submitted to and approved in writing by the licensing authority in consultation with the statutory nature conservation body and, in respect of the method statement, the MCA—

(a) a method statement for low order unexploded ordnance clearance which must include—

(i) methodologies for—

(aa) identification and investigation of potential unexploded ordnance targets;

(bb) low order unexploded ordnance clearance;

(cc) removal and disposal of large debris;

(ii) a plan showing the area in which clearance activities are proposed to take place;

(iii) confirmation of the total number of unexploded ordnance to be cleared under this licence using low order methods;

(iv) a programme of works; and

(v) any exclusion zones and/or environmental micrositing requirements;

(b) a specific offshore written scheme of investigation and protocol for archaeological discoveries (which must accord with the details set out in the outline offshore written scheme of investigation and protocol for archaeological discoveries); and

(c) a marine mammal mitigation protocol in accordance with the outline marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, following current best practice as advised by the statutory nature conservation body.

(2) The method statement and the marine mammal mitigation protocol must be submitted to the licensing authority for approval at least four months prior to the date on which unexploded ordnance clearance activities are intended to commence.

(3) Any unexploded ordnance clearance activities must be undertaken in accordance with the method statement and marine mammal mitigation protocol approved under paragraph (1) and must not give rise to any materially new or materially different environmental effects to those identified in the environmental statement.

(4) Subject to paragraph (6), an unexploded ordnance close-out report must be submitted to the licensing authority and the statutory nature conservation body within three months following the end of the unexploded ordnance clearance activity and must include the following for each clearance undertaken—

(a) co-ordinates, depth, current speed, charge utilised and the date and time of each clearance; and

(b) whether any mitigation was deployed including feedback on practicalities of deployment of equipment and efficacy of the mitigation where reasonably practicable, or justification if this information is not available.

(5) Should there be more than one unexploded ordnance clearance activity, the report required under paragraph (5) will be provided at intervals agreed with the licensing authority.

(6) No high order unexploded ordnance clearance is permitted by this marine licence.

(7) The total number of unexploded ordnance to be cleared under this licence using low order methods must not exceed 22.

Offshore safety management

21. No part of the authorised project may commence until the licencing authority, in consultation with the MCA, has approved in writing that a Search and Rescue checklist has been agreed and is in place in line the requirements of MGN654 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response" (or any successor document).

Reporting of engaged agents, contractors and vessels

22.—(1) The undertaker must provide the name, function, company number (if applicable), registered or head office address (as appropriate) of any agent or contractor appointed to engage in the licensed marine activities within seven days of appointment in writing to the licencing authority and the MEO.

(2) The undertaker must notify the licencing authority and the MEO in writing of any vessel being used to carry on any licensed marine activity listed in this licence on behalf of the undertaker. Such notification must be received by the licencing authority and the MEO no less

than 24 hours before the commencement of the licensed marine activity. Notification must include the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(3) Any changes to the supplied details must be notified to the licencing authority and the MEO in writing at least 24 hours before the agent, contractor or vessel engages in the licensed marine activities.

Pre-construction surveys

23.—(1) The undertaker must, in discharging condition 17(1)(c) submit a monitoring plan or plans in accordance with the offshore in-principle monitoring plan for written approval by the licensing authority in consultation with the statutory nature conservation body, which must contain details of proposed pre-construction surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report.

(2) The survey proposals submitted under paragraph (1) must be in general accordance with the principles set out in the offshore in-principle monitoring plan and must specify each survey's objectives and explain how it will assist in either informing a useful and valid comparison with the post-construction position or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The baseline report proposals submitted under paragraph (1) must ensure that the outcome of the agreed surveys, together with existing data and reports, are drawn together to present a valid statement of the pre-construction position, with any limitations, and must make clear what post-construction comparison is intended and the justification for this being required.

(4) The pre-construction surveys referred to in paragraph (1) must, unless otherwise agreed with the licensing authority, have due regard to, but not be limited to, the need to undertake a swath-bathymetry survey to IHO Order 1a standard that meets the requirements of MGN654 and its supporting Hydrographic Guidelines for Offshore Renewable Energy Developers, which includes the requirement for the full density data and reports to be delivered to the MCA and the UKHO for the update of nautical charts and publications, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works including an appropriate buffer area around the location of each work.

(5) The undertaker must carry out the surveys specified within the monitoring plan or plans in accordance with that plan or plans, unless otherwise agreed in writing by the licensing authority in consultation with the statutory nature conservation body.

Construction monitoring

24.—(1) The undertaker must, in discharging condition 17(1)(c), submit details (which accord with the offshore in-principle monitoring plan) for approval in writing by the licensing authority in consultation with the relevant statutory nature conservation bodies of any proposed construction monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The monitoring proposals must specify each monitoring proposal's objectives.

(2) In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of underwater sound generated by the installation of the first four piled foundations of each piled foundation type to be installed unless the licensing authority otherwise agrees in writing.

(3) The undertaker must carry out the monitoring approved under paragraph (1), including any further underwater sound monitoring required in writing by the licensing authority, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the licensing authority in consultation with the relevant statutory nature conservation bodies.

(4) The results of the initial underwater sound measurements monitored in accordance with paragraph (2) must be provided to the licensing authority within six weeks of the installation of the first four piled foundations. The assessment of this report by the licensing authority will determine whether any further underwater sound monitoring is required. If, in the reasonable opinion of the licensing authority in consultation with the statutory nature conservation body, the

assessment shows significantly different underwater sound modelling results to those predicted and assessed in the environmental statement or failures in mitigation, all piling activity must cease until an update to the marine mammal mitigation protocol and further monitoring requirements have been agreed.

(5) The undertaker must carry out the surveys specified in the monitoring plan in accordance with that plan, including any further underwater sound monitoring required in writing by the licensing authority under paragraph (4), unless otherwise agreed in writing by the licensing authority in consultation with the statutory nature conservation body.

(6) In the event that piled foundations are proposed to be used, the details submitted in accordance with the marine mammal mitigation protocol must include proposals for monitoring marine mammals.

(7) The undertaker must in discharging condition 17(1)(k) submit a vessel traffic monitoring strategy, in accordance with the offshore in-principle monitoring plan, including the provision of reports on the results of that monitoring at the end of each year of the construction period to the licensing authority, MCA and Trinity House and undertake construction monitoring in accordance with the vessel traffic monitoring strategy.

Post-construction monitoring

25.—(1) The undertaker must, in discharging condition 17(1)(c) submit details (which accord with the offshore in-principle monitoring plan) for approval in writing by the licensing authority in consultation with the statutory nature conservation body of proposed post-construction monitoring, including methodologies and timings, and a proposed format, content and timings for providing reports on the results.

(2) The monitoring proposals must specify each monitoring proposal's objectives and explain how it will assist in either informing a useful and valid comparison with the pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

(3) The post-construction monitoring referred to in paragraph (1) must, unless otherwise agreed in writing with the licensing authority, have due regard to, but not be limited to, the need to undertake, within 12 months of completion of the construction of the authorised project, a full sea floor coverage swath-bathymetry survey that meets the requirements of MGN 654 and its annexes, and side scan sonar, of the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables (including fibre optic cables) have been buried or protected.

(4) The undertaker must in discharging condition 17(1)(k) submit a vessel traffic monitoring strategy in accordance with the offshore in-principle monitoring plan including the provision of reports on the results of that monitoring to the licencing authority, MCA and Trinity House and undertake post-construction monitoring in accordance with the vessel traffic monitoring strategy.

(5) The undertaker must carry out the monitoring agreed under paragraph (1) and provide the agreed reports to the licensing authority in the agreed format in accordance with the agreed timetable unless otherwise agreed in writing with the licensing authority in consultation with the statutory nature conservation body.

(6) Following the installation of cables, details of cable monitoring required under 17(1)(d) must be updated with the results of the post installation surveys. The construction method statement must be implemented until the authorised scheme is implemented and reviewed as specified within the construction method statement, following cable burial surveys, or as instructed by the licensing authority.

Reporting of scour and cable protection

26.—(1) Not more than four months following completion of the construction of the authorised scheme, the undertaker must provide the licensing authority and the statutory nature conservation

body with a report setting out details of the cable protection and scour protection used for the authorised scheme.

(2) The report must include the following information—

(a) the location of cable protection and scour protection;

(b) the volume of cable protection and scour protection; and

(c) any other information relating to the cable protection and scour protection as agreed between the licensing authority and the undertaker.

Completion of construction

27.—(1) The undertaker must submit a close-out report to the licensing authority, MCA, Trinity House, UKHO and the statutory nature conservation body within four months of the date of completion of construction of the authorised scheme. The close out report must confirm the date of completion of construction of the authorised scheme and must include the following details—

(a) the final number of installed wind turbine generators;

(b) the installed wind turbine generator parameters;

(c) as built plans;

(d) latitude and longitude coordinates of the centre point of the location for each wind turbine generator and offshore substation platform provided as Geographical Information System data referenced to WGS84 datum; and

(e) latitude and longitude coordinates of the inter-array and interconnector cables; provided as Geographical Information System data referenced to WGS84 datum.

(2) Following completion of construction of the authorised scheme, no further construction activities can be undertaken under this licence.

Marine Noise Registry

28.—(1) Where driven or part-driven pile foundations are proposed to be installed the undertaker must at least 10 days prior to the start of those activities, submit details including the expected location of the activities and the start and end dates of the activities to the Marine Noise Registry to satisfy the Forward Look requirements and update that information as required if the expected location or start and end dates change.

(2) On the six month anniversary following the start of pile driving the undertaker must submit information on the locations and dates of those activities to the Marine Noise Registry to satisfy the Close Out requirements until completion of those activities.

(3) Notwithstanding paragraph (2) within 8 weeks of the completion of pile driving the undertaker must submit information on the locations and dates of those activities to satisfy the Close Out requirements:

(4) The undertaker must notify the licensing authority of the successful submission of Forward Look or Close Out information pursuant to paragraphs (1) to (3) above within seven days of the submissions to the Marine Noise Registry.

(5) For the purpose of this condition—

(a) "Marine Noise Registry" means the database of impulsive noise generating activities in UK seas maintained by the Joint Nature Conservation Committee;

(b) "Forward Look" and "Close Out" requirements are as set out in the 'UK Marine Noise Registry: Information Document, Version 1 (May 2016)' or any updated information document.

Requirement for written approval

29. Where under any of the above conditions the approval or agreement of the licensing authority is required, that approval or agreement must be given in writing.

SCHEDULE 15

Article 41

Documents to be certified

The following documents, including those listed in Table 5, are the list referred to in article 41—

Table 5

The Order plans and book of reference

Document Reference Number	*Planning Inspectorate Reference*	*Document Name*	*Revision*	*Date*
B1	REP6-004	Location plan	F02	December 2024
B2	REP6-005	Offshore Order Limits and Grid Coordinates Plan	F04	December 2024
B3	REP6-006	Works Plan - Onshore	F03	December 2024
B4	AS-004	Works Plans - Offshore and Intertidal	F02	April 2024
B5	REP7-004	Land Plan (Onshore)	F05	January 2025
B6	REP7-005	Crown Land Plan (Onshore)	F04	January 2025
B7	REP7-006	Special Category Land Plan	F04	January 2025
B14	REP6-012	Tree and Hedgerow Plan	F04	December 2024
B15	REP6-013	Street Works and Access to Works Plan	F03	December 2024
B16	REP6-014	Temporary stopping up of Public Rights of Way Plan	F03	December 2024
D4	REP7-014	Book of Reference	F07	January 2025

Table 6

The Environmental Statement

Document Reference Number	*Planning Inspectorate Reference*	*Document Name*	*Revision*	*Date*
F1	REP7-024	Non-Technical Summary - Welsh	F02	January 2025
F1	REP7-025	Non-Technical Summary – English	F02	January 2025
F1.1	REP7-026	Volume 1, Chapter 4: Introduction and overarching glossary	F02	January 2025

F1.2	APP-049	Volume 1, Chapter 2: Policy and Legislative Context	F01	February 2024
F1.3	REP7-027	Volume 1, Chapter 3: Project Description	F02	January 2025
F1.4	REP7-029	Volume 1, Chapter 4: Site Selection and Consideration of Alternatives	F03	January 2025
F1.5	APP-052	Volume 1, Chapter 5: Environmental Impact Assessment Methodology	F01	February 2024
F2.1	APP-053	Volume 2, Chapter 1: Physical Processes	F01	February 2024
F2.2	REP7-030	Volume 2, Chapter 2: Benthic Subtidal and Intertidal Ecology	F02	January 2025
F2.3	REP7-031	Volume 2, Chapter 3: Fish and Shellfish Ecology	F02	January 2025
F2.4	REP7-032	Volume 2, Chapter 4: Marine Mammals	F02	January 2025
F2.5	REP7-033	Volume 2, Chapter 5: Offshore Ornithology	F03	January 2025
F2.6	APP-058	Volume 2, Chapter 6: Commercial Fisheries	F01	February 2024
F2.7	REP7-035	Volume 2, Chapter 7 Shipping and Navigation	F02	January 2025
F2.8	REP7-036	Volume 2, Chapter 8: Seascape and Visual Resources	F02	January 2025
F2.9	REP7-038	Volume 2, Chapter 9: Marine	F02	January 2025

		Archaeology		
F2.10	APP-062	Volume 2, Chapter 10: Other Sea Users	F01	February 2024
F2.11	REP7-039	Volume 2, Chapter 11: Inter-related Effects - Offshore	F02	January 2025
F3.1	REP7-040	Volume 3, Chapter 1: Geology, Hydrogeology and Ground Conditions	F02	January 2025
F3.2	REP7-041	Volume 3, Chapter 2: Hydrology and Flood Risk	F02	January 2025
F3.3	REP7-042	Volume 3, Chapter 3: Onshore Ecology	F02	January 2025
F3.4	REP7-044	Volume 3, Chapter 3: Onshore and Intertidal Ornithology	F02	January 2025
F3.5	REP7-045	Volume 3, Chapter 5: Historic Environment	F02	January 2025
F3.6	REP7-046	Volume 3, Chapter 6: Landscape and Visual Resources	F02	January 2025
F3.7	REP7-048	Volume 3, Chapter 7: Land Use and Recreation	F02	January 2025
F3.8	REP7-049	Volume 3, Chapter 8: Traffic and Transport	F02	January 2025
F3.9	REP7-050	Volume 3, Chapter 9: Noise and Vibration	F03	January 2025
F3.10	REP7-051	Volume 3, Chapter 10: Air Quality	F02	January 2025
F3.11	APP-074	Volume 3, Chapter 11: Inter-related Effects - Onshore	F01	February 2024
F4.1	REP7-052	Volume 4, Chapter 1:	F02	January 2025

		Aviation and Radar		
F4.2	REP7-053	Volume 4, Chapter 2: Climate Change	F02	January 2025
F4.3	APP-077	Volume 4, Chapter 3: Socio-economics	F01	February 2024
F4.4	REP7-054	Volume 4, Chapter 4: Human Health Assessment	F02	January 2025
F5.3.1	APP-079	Volume 5, Annex 3.1: Underwater Sound Technical Report	F01	February 2024
F5.3.2	APP-080	Volume 5, Annex 3.2: Sulphur Hexafluoride Report	F01	February 2024
F5.4.1	APP-081	Volume 5, Annex 4.1: Site Selection Area of Search Identification	F01	February 2024
F5.4.2	APP-082	Volume 5, Annex 4.2: Site Selection BRAG Report	F01	February 2024
F5.4.3	REP7-055	Volume 5, Annex 5.3: Onshore Crossing Schedule	F04	January 2025
F5.5.1	REP7-056	Volume 5, Annex 5.1: Cumulative effects screening matrix	F03	January 2025
F5.5.2	APP-085	Volume 5, Annex 5.2: Transboundary impacts screening	F01	February 2024
F6.1.1	APP-086	Volume 6, Annex 1.1: Physical Processes Technical Report	F01	February 2024
F6.2.1	APP-087	Volume 6, Annex 2.1: Benthic Subtidal and Intertidal Ecology	F01	February 2024

F6.2.2	REP7-057	Technical Report Volume 6, Annex 2.2: Water Framework Directive Coastal Waters Assessment	F02	January 2025
F6.3.1	APP-089	Volume 6, Annex 3.1: Fish and Shellfish Ecology Technical Report	F01	February 2024
F6.4.1	APP-090	Volume 6, Annex 4.1: Marine Mammals Technical Report	F01	February 2024
F6.5.1	APP-091	Volume 6, Annex 5.1: Offshore Ornithology Baseline Characterisation Technical Report	F01	February 2024
F6.5.2	REP2-018	Volume 6, Annex 5.2: Offshore Ornithology Displacement Technical Report	F02	August 2024
F6.5.3	REP2-020	Volume 6, Annex 5.3: Offshore Ornithology Collision Risk Modelling Technical Report	F02	August 2024
F6.5.4	APP-094	Volume 6, Annex 5.4: Offshore Ornithology Migratory Bird Collision Risk Modelling Technical Report	F01	February 2024
F6.5.5	REP7-058	Volume 6, Annex 5.5:Offshore Ornithology Apportioning Technical Report	F03	January 2025
F6.5.6	REP2-024	Volume 6, Annex 5.6: Offshore Ornithology Population	F02	August 2024

		Viability Analysis Technical Report		
F6.6.1	APP-097	Volume 6, Annex 6.1: Commercial Fisheries Technical Report	F01	February 2024
F6.7.1	REP7-061	Volume 6, Annex 7.1: Navigational Risk Assessment	F02	January 2025
F6.8.1	APP-099	Volume 6, Annex 8.1: Seascape and Visual Resources Legislation and Planning Policy Context	F01	February 2024
F6.8.2	APP-100	Volume 6, Annex 8.2: Seascape and Landscape Character Baseline Technical Report	F01	February 2024
F6.8.3	APP-101	Volume 6, Annex 8.3: Visual Baseline Technical Report – Offshore Development	F01	February 2024
F6.8.3	APP-102	Volume 6, Annex 8.3: Visual baseline technical report – Offshore Development Appendix – Part 1	F01	February 2024
F6.8.3	APP-103	Volume 6, Annex 8.3: Visual baseline technical report– Offshore Development Appendix – Part 2	F01	February 2024
F6.8.4	REP7-062	Volume 6, Annex 8.4: Seascape, Landscape and Visual Resources Impact Assessment Methodology	F02	January 2025
F6.8.5	APP-105	Volume 6,	F01	February 2024

		Annex 8.6: International and Nationally Designated Landscape Study		
F6.8.6	APP-106	Volume 6, Annex 8.6: Seascape Visualisations Part 1 (Figures 1.1 – 9.3)	F01	February 2024
F6.8.6	APP-107	Volume 6, Annex 8.6: Seascape Visualisations Part 2 (Figures 9.4 – 17.1)	F01	February 2024
F6.8.6	APP-108	Volume 6, Annex 8.6: Seascape Visualisations Part 3 (Figures 18.1 – 27.2)	F01	February 2024
F6.8.6	APP-109	Volume 6, Annex 8.6: Seascape Visualisations Part 4 (Figures 28.1 – 32.2)	F01	February 2024
F6.8.6	APP-110	Volume 6, Annex 8.6: Seascape Visualisations Part 5 (Figures 33.1 – 38.3)	F01	February 2024
F6.8.6	APP-111	Volume 6, Annex 8.6: Seascape Visualisations Part 6 (Figures 38.4 – 46.2)	F01	February 2024
F6.8.6	APP-112	Volume 6, Annex 8.6: Seascape Visualisations Part 7 (Figures 47 – 56)	F01	February 2024
F6.9.1	APP-113	Volume 6, Annex 9.1: Marine Archaeology Technical Report	F01	February 2024
F6.10.1	APP-114	Volume 6, Annex 10.1: Radar Early Warning Systems and	F01	February 2024

		Microwave Communication Links Technical Report		
F7.1.1	APP-115	Volume 7, Annex 1.1: Aquifers, Groundwater Abstractions and Ground Conditions	F01	February 2024
F7.1.2	APP-116	Volume 7, Annex 1.2: Groundwater Sources of Supply – Hydrogeological Risk Assessment	F01	February 2024
F7.2.1	REP7-063	Volume 7, Annex 2.1: Flood Consequences Assessment	F02	January 2025
F7.2.2	APP-118	Volume 7, Annex 2.2: Surface Watercourses and NRW Flood Zones	F01	February 2024
F7.2.3	APP-119	Volume 7, Annex 2.3: Surface Water Abstraction Licences, Discharge Consents and Pollution Incidents	F01	February 2024
F7.2.4	REP7-064	Volume 7, Annex 2.4: Water Framework Directive Surface Water and Groundwater Assessment	F02	January 2025
F7.3.1	APP-121	Volume 7, Annex 3.1: Onshore Ecology Desk Study	F01	February 2024
F7.3.2	APP-122	Volume 7, Annex 3.2: Extended Phase 1 Habitat Survey Technical Report	F01	February 2024
F7.3.3	APP-123	Volume 7, Annex 3.3: Great	F01	February 2024

		Crested Newt Survey Technical Report		
F7.3.4	APP-124	Volume 7, Annex 3.4: Hedgerow Survey Technical Report	F01	February 2024
F7.3.5	APP-125	Volume 7, Annex 3.5: Terrestrial Invertebrates Survey	F01	February 2024
F7.3.6	APP-126	Volume 7, Annex 3.6: Aquatic Invertebrates (inc White Clawed Crayfish) Survey	F01	February 2024
F7.3.7	APP-127	Volume 7, Annex 3.7: Reptile Survey	F01	February 2024
F7.3.8	APP-128	Volume 7, Annex 3.8: Water Vole Survey	F01	February 2024
F7.3.9	APP-129	Volume 7, Annex 3.9: Bat Roost Survey (Part 1)	F01	February 2024
F7.3.9	APP-130	Volume 7, Annex 3.9: Bat Roost Survey (Part 2)	F01	February 2024
F7.3.9	APP-131	Volume 7, Annex 3.9: Bat Roost Survey (Part 3)	F01	February 2024
F7.3.10	APP-132	Volume 7, Annex 3.10: Bat Activity Survey	F01	February 2024
F7.3.11	APP-133	Volume 7, Annex 3.11: Otter Survey Technical Report	F01	February 2024
F7.3.12	APP-135	Volume 7, Annex 3.12: Badger Survey Technical Report (Confidential)	F01	February 2024
F7.3.12	APP-134	Volume 7, Annex 3.12: Badger Survey Technical Report (Public)	F01	February 2024

F7.3.13	APP-136	Volume 7, Annex 3.13: Hazel Dormouse Survey Technical Report	F01	February 2024
F7.3.14	APP-137	Volume 7, Annex 3.14: National Vegetation Classification and Invasive Non-Native Species Technical Report	F01	February 2024
F7.3.15	APP-138	Volume 7, Annex 3.15: Fish and Eel Survey Technical Report	F01	February 2024
F7.4.1	APP-139	Volume 7, Annex 4.1: Onshore Ornithology-Wintering and Migratory Birds Technical Report	F01	February 2024
F7.4.2	APP-140	Volume 7, Annex 4.2: Intertidal Ornithology - Wintering and Migratory Birds	F01	February 2024
F7.4.3	APP-142	Volume 7, Annex 4.3: Onshore Ornithology-Breeding Birds Technical Report (Confidential)	F01	February 2024
F7.5.1	REP7-065	Volume 7, Annex 5.1: Desk-Based Assessment	F02	January 2025
F7.5.2	APP-144	Volume 7, Annex 5.2: Historic Environment Policy and Guidance	F01	February 2024
F7.5.3	APP-145	Volume 7, Annex 5.3: Onshore Geophysical Survey Report - Part 1	F01	February 2024
F7.5.3	APP-146	Volume 7, Annex 5.3:	F01	February 2024

		Onshore Geophysical Survey Report - Part 2		
F7.5.4	APP-147	Volume 7, Annex 5.4: Intertidal Survey Report	F01	February 2024
F7.5.5	APP-148	Volume 7, Annex 5.5: Trial Trenching Report – Part 1	F01	February 2024
F7.5.5	APP-149	Volume 7, Annex 5.5: Trial Trenching Report – Part 2	F01	February 2024
F7.5.6	APP-150	Volume 7, Annex 5.6: Settings Assessment (onshore infrastructure)	F01	February 2024
F7.5.7	APP-151	Volume 7, Annex 5.7: Settings Assessment (offshore infrastructure)	F01	February 2024
F7.6.1	APP-152	Volume 7, Annex 5.7: Landscape and Visual Resources Planning Policy Context	F01	February 2024
F7.6.2	APP-153	Volume 7, Annex 6.2: Landscape and Seascape Character Baseline Technical Report – Part 1	F01	February 2024
F7.6.2	APP-154	Volume 7, Annex 6.2: Landscape and Seascape Character Baseline Technical Report – Part 2	F01	February 2024
F7.6.3	APP-155	Volume 7, Annex 6.3: Visual Baseline Technical Report - Onshore Development	F01	February 2024

F7.6.4	APP-156	Volume 7, Annex 6.4: Landscape, Seascape and Visual Resources Impact Assessment Methodology	F01	February 2024
F7.6.5	APP-157	Volume 7, Annex 6.5: Landscape Visualisations Part 1 (viewpoint 1 – viewpoint 8)	F01	February 2024
F7.6.5	APP-158	Volume 7, Annex 6.5: Landscape Visualisations Part 2 (viewpoint 9 – viewpoint 15)	F01	February 2024
F7.6.5	APP-159	Volume 7, Annex 6.5: Landscape Visualisations (viewpoint 16 – viewpoint 30)	F01	February 2024
F7.6.6	APP-160	Volume 7, Annex 6.6: Tree Survey and Arboriculture Impact Assessment Part 1	F01	February 2024
F7.6.6	REP7-066	Volume 7, Annex 6.6: Tree Survey and Arboriculture Impact Assessment Part 2 – Appendix A	F02	January 2025
F7.6.6	REP7-067	Volume 7, Annex 6.6: Tree Survey and Arboriculture Impact Assessment Part 3 – Appendix B	F02	January 2025
F7.6.6	REP7-068	Volume 7, Annex 6.6: Tree Survey and Arboriculture Impact Assessment Part 4 – Appendix B	F02	January 2025
F7.6.6	REP7-069	Volume 7, Annex 6.6: Tree	F02	January 2025

		Survey and Arboriculture Impact Assessment Part 5 – Appendix B		
F7.6.6	REP7-070	Volume 7, Annex 6.6: Tree Survey and Arboriculture Impact Assessment Part 6 – Appendix C	F02	January 2025
F7.6.6	REP7-071	Volume 7, Annex 6.6: Tree Survey and Arboriculture Impact Assessment Part 7 – Appendix C	F02	January 2025
F7.6.6	REP7-072	Volume 7, Annex 6.6: Tree Survey and Arboriculture Impact Assessment Part 8 – Appendix C	F02	January 2025
F7.7.1	APP-168	Volume 7, Annex 7.1: Published Soil and Agricultural Land Classification Data Technical Report	F01	February 2024
F7.7.2	REP5-014	Volume 7, Annex 7.2: Soil Survey Data Technical Report	F02	December 2024
F7.7.3	APP-170	Volume 7, Annex 7.3: Published Recreational Resources Plan Technical Report	F01	February 2024
F7.8.1	APP-171	Volume 7, Annex 7.3: Description of Network Links and Sensitivity	F01	February 2024
F7.8.2	APP-172	Volume 7, Annex 8.2: Base Traffic Flows	F01	February 2024
F7.8.3	APP-173	Volume 7, Annex 8.3: Personal Injury Accident Locations	F01	February 2024

F7.8.4	APP-174	Volume 7, Annex 8.4: Public Transport Networks	F01	February 2024
F7.8.5	APP-175	Volume 7, Annex 8.5: Construction Vehicle Trip Generation Assumptions	F01	February 2024
F7.8.6	APP-176	Volume 7, Annex 8.6: Traffic Flows with Construction Traffic	F01	February 2024
F7.8.7	APP-177	Volume 7, Annex 8.7: Traffic and Transport Figures	F01	February 2024
F7.9.1	APP-178	Volume 7, Annex 9.1: Baseline Noise Survey	F01	February 2024
F7.9.2	REP5-016	Volume 7, Annex 9.2: Construction Noise and Vibration Technical Report	F02	December 2024
F7.9.3	APP-180	Volume 7, Annex 9.3: Operation Noise Assessment Technical Report	F01	February 2024
F8.1.1	REP7-073	Volume 8, Annex 1.1: Aviation and Radar Technical Report	F02	January 2025
F8.2.1	APP-182	Volume 8, Annex 2.1: Technical Greenhouse Gas Assessment Technical Report	F01	February 2024
F8.2.2	APP-183	Volume 8, Annex 2.2: Climate Change Risk Assessment	F01	February 2024
F8.3.1	APP-184	Volume 8, Annex 3.1: Socio-economics Technical Impact Report	F01	February 2024

S_D3_15	REP3-046	Seascapes and Visual Resources: Cumulative Wirelines	F01	September 2024
S_D3_16.1	REP3-047	Landscape and Visual Resources – Cumulative Visualisations Part 1	F01	September 2024
S_D3_16.2	REP3-048	Landscape and Visual Resources – Cumulative Visualisations Part 2	F01	September 2024
S_D4_6.2	REP4-038	Appendix to HAP ISH3_20: Updated Visualisations Part 1	F01	November 2024
S_D4_6.3	REP4-039	Appendix to HAP ISH3_20: Updated Visualisations Part 2	F01	November 2024
S_D4_15	REP4-046	Zone of Theoretical Visibility and representative viewpoint locations at 1:50,000 Scale	F01	November 2024

Table 7

Outline code of construction practice

Document Reference Number	*Planning Inspectorate Reference*	*Document Name*	*Revision*	*Date*
J26	REP6-034	Outline Code of Construction Practice	F05	December 2024
J26.1	REP6-036	Outline Spillage and Emergency Response Plan	F03	December 2024
J26.2	REP6-038	Outline Dust Management Plan	F03	December 2024
J26.3	REP6-040	Outline Construction Noise and Vibration Management Plan	F05	December 2024
J26.4	REP6-042	Outline Communications Plan	F03	December 2024

J26.5	REP6-044	Outline Construction Fencing Plan	F03	December 2024
J26.6	REP6-046	Outline Construction Surface Water and Drainage Management Plan	F03	December 2024
J26.7	REP6-048	Outline Flood Management Plan	F03	December 2024
J26.8	REP6-050	Outline Soil Management Plan	F03	December 2024
J26.9	REP6-052	Outline Site Waste Management Plan	F03	December 2024
J26.10	REP6-054	Outline Artificial Light Emissions Plan	F03	December 2024
J26.11	REP6-056	Outline Biosecurity Protocol	F03	December 2024
J26.12	REP6-058	Outline Discovery Strategy for Contaminated Land	F03	December 2024
J26.13	REP6-060	Outline Construction Traffic Management Plan	F04	December 2024
J26.14	REP7-089	Outline Landfall Construction Method Statement	F05	January 2025
J26.15	REP4-019	Outline Onshore Construction Method Statement	F03	November 2024
J26.16	REP6-062	Outline Highways Access Management Plan	F03	December 2024
J26.17	REP6-064	Outline Public Rights of Way Management Strategy	F03	December 2024
J26.18	REP6-066	Outline Arboriculture Method Statement	F03	December 2024

Table 8

Other outline documents

Document Reference Number	*Planning Inspectorate Reference*	*Document Name*	*Revision*	*Date*
J3	REP6-024	Design Principles	F04	December 2024
J10	REP7-077	Mitigation and Monitoring Schedule	F07	January 2025
J12	APP-198	Outline Offshore Operations and Maintenance Plan	F01	February 2024
J13	REP7-079	Outline Fisheries Liaison and Co-existence Plan	F03	January 2025
J14	REP6-028	Outline Vessel Traffic Management Plan	F03	December 2024
J15	REP7-081	Offshore In-principle Monitoring Plan	F03	January 2025
J16	REP5-028	Outline Underwater Sound Management Strategy	F02	December 2024
J17	REP5-030	Measures to Minimise Disturbance to Marine Mammals and Rafting Birds from Transiting Vessels	F03	December 2024
J18	REP7-083	Outline Offshore Written Scheme of Investigation and Protocol for Archaeological Discoveries	F03	January 2025
J21	REP5-032	Outline Marine Mammal Mitigation Protocol	F02	December 2024
J22	REP7-085	Outline Landscape and Ecology Management Plan	F05	January 2025
J23	REP6-032	Outline Onshore Written Scheme of Investigation	F03	December 2024

J24	REP4-015	Outline Skills and Employment Plan	F02	November 2024
J27	REP6-068	Outline Operation Drainage Management Strategy	F02	December 2024
S_D4_8	REP4-041	Greenhouse Gas Reduction Strategy	F01	November 2024
S_D7_30	REP7-136	Landscape Enhancement Scheme Principles	F01	January 2025

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent for, and authorises the construction, operation and maintenance of an offshore wind farm generating station located in the Irish Sea approximately 28 kilometres from the coast of North Wales, together with associated development. This Order imposes requirements in connection with the development and authorises the compulsory purchase of land (including rights in land) and the right to use land and to override easements and other rights.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 41 (certification of plans) together with a copy of any guarantee or alternative form of security approved by the Secretary of State pursuant to article 32 (funding), may be inspected free of charge at the offices of Mona Offshore Wind Limited, Chertsey Road, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP.

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