STATUTORY INSTRUMENTS

2025 No. 468

INFRASTRUCTURE PLANNING

The Rampion 2 Offshore Wind Farm Order 2025

Made - - - -	*4th April 2025*
Coming into force	*28th April 2025*

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

The application was examined by the Examining Authority appointed by the Secretary of State pursuant to section 61 and section 65 of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of that Act and with the Infrastructure Planning (Examination) Procedure Rules 2010(**c**). The Examining Authority has submitted a report to the Secretary of State under section 74(2) of the 2008 Act.

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(**d**) and, as a national policy statement has 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.

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

In accordance with section 132(3) of the 2008 Act, the Secretary of State is satisfied having considered the report of the Examining Authority, that the parcels of common and open space land comprised within the Order land as identified in the book of reference, when burdened with a new right or the imposition of a restrictive covenant created under this Order, will be no less advantageous than they were before the making of this Order, to the following persons: (a) the

(**a**) 2008 c. 29. Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c. 20). Section 37 was amended by sections 128 (2) and 137 of, and paragraphs 1 and 5 of Part 1 of Schedule 13 to, the Localism Act 2011 (c. 20).
(**b**) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755, S.I. 2014/469, S.I. 2014/2381, S.I. 2015/377, S.I. 2015/1682, S.I. 2017/524, S.I. 2017/572, S.I. 2018/378 and S.I. 2019/734.
(**c**) S.I. 2010/103 amended by S.I. 2012/635.
(**d**) S.I. 2017/572.

persons in whom they are vested, (b) other persons, if any, entitled to rights of common or other rights, and (c) the public.

The Secretary of State, in exercise of the powers conferred by sections 114(**a**), 115(**b**), 120(**c**), 122, 123, 140 and 149A(**d**) of the 2008 Act, makes the following Order—

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the Rampion 2 Offshore Wind Farm Order 2025 and comes into force on 28th April 2025.

Interpretation

2.—(1) In this Order—

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

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

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

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

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

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

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

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

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

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

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

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

"2017 Regulations" means the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(**q**);

"access land" has the same meaning as in Part 1 of the Countryside and Rights of Way Act 2000(**r**);

(**a**) Section 114 was amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20).
(**b**) Section 115 was amended by paragraph 56 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011, section 160 of the Housing and Planning Act 2016 (c. 22) and section 43 of the Wales Act 2017 (c. 4).
(**c**) Section 120 was amended by section 140 and paragraph 60 of Part 1 of Schedule 13 to the Localism Act 2011.
(**d**) Section 149A was inserted by paragraph 4(1) of Part 1 of Schedule 8 to the Marine and Coastal Access Act 2009 (c. 23).
(**e**) 1961 c. 33.
(**f**) 1965 c. 56.
(**g**) 1980 c. 66.
(**h**) 1981 c. 66.
(**i**) 1984 c. 27.
(**j**) 1989 c. 29.
(**k**) 1990 c. 8.
(**l**) 1991 c. 22.
(**m**) 2003 c. 21.
(**n**) 2004 c. 20.
(**o**) 2008 c. 29.
(**p**) 2009 c. 23.
(**q**) S.I. 2017/572.
(**r**) 2000 c. 37.

"access rights of way and streets plan" means the plan or plans certified as the access rights of way and streets plan or plans by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

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

"array area" means that part of the offshore Order limits in which Work Nos. 1, 2 and 3 may be undertaken as described in Tables 2, 3 and 4 of Part 1 of Schedule 1 (authorised development);

"array periphery" means the outermost edge of the infrastructure to be constructed as Work No. 1 as described in Part 1 of Schedule 1 and identified in the design plan to be approved pursuant to the deemed marine licences;

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

"authorised project" means the authorised development and the ancillary works authorised by this Order;

"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 for the purposes of the Order under article 49 (certification of plans and documents etc);

"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 LiDAR buoys, wave buoys and guard buoys;

"cable circuits" means a number of electrical conductors necessary to transmit electricity between two points within the authorised project comprising three conductors which may be bundled as one transmission cable or take the form of three separate transmission cables, and the circuit may include one or more auxiliary cables (normally fibre optic cables) for purposes including control, monitoring, protection or general communications to comprise direct lay cable circuits and/or cable circuits pulled through cable ducts or under protective covers;

"cable crossings" means a crossing of existing sub-sea cables or pipelines or other existing infrastructure by a transmission cable or, where transmission cables run together in parallel, a set of transmission cables, authorised by this Order together with physical protection measures including rock placement or other protection measures;

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

"cable protection" means measures for the protection of cable circuits from physical damage and exposure including but not limited to concrete mattresses and/or rock placement, bagged solutions filled with stone, rock or gravel, grout, concrete or other materials and protective shells or sheathes;

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

"commence" means—

(a) in relation to works seaward of MHWS, the first carrying out of any licensed marine activities authorised by the deemed marine licences, save for operations consisting of pre-construction surveys and monitoring approved under the deemed marine licences; and

(b) in respect of any other works comprised in the authorised project, the first carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part of the authorised project,

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

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

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

“connection works” means Work Nos. 6, 7, 8, 9, 16, 19 and 20, and any related further associated development in connection with those works within the onshore Order limits;

“construction compound” means a temporary construction area associated with the connection works including (but not limited to) hard standings, lay down and storage areas for construction plant, materials and equipment, parking areas, offices, welfare facilities, and temporary means of enclosure for construction of the authorised project;

“deemed marine licences” means the marine licences set out in Schedule 11 (deemed marine licence under the 2009 Act – generation assets) and Schedule 12 (deemed marine licence under the 2009 Act – transmission assets);

“design and access statement” means the document certified as the design and access statement by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“draft piling marine mammal mitigation protocol” means the document certified as the draft piling marine mammal mitigation protocol by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“draft UXO marine mammal mitigation protocol” means the document certified as the draft UXO marine mammal mitigation protocol by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“electrical infrastructure installation” means equipment installed for the transmission of electricity at the onshore substation or the extension to the National Grid substation at Bolney which is not contained within a building;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“flow energy dissipation devices” means solutions that dissipate flow energy and entrap sediment, and including options such as frond mats, mats of large, linked hoops, and structures covered with long spikes;

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

“horizontal directional drilling” refers to a boring technique involving drilling in an arc between two points;

“Horsham District mitigation and enhancement principles document” means the document certified as the Horsham District mitigation and enhancement principles document by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“in-principle sensitive features mitigation plan” means the document certified as the in principle sensitive features mitigation plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“intrusive activities” means offshore activities including anchoring of vessels, jacking up of vessels, depositing soil and seabed clearance and temporary wet storage areas;

“joint bay” means an excavation structure or working area comprising part of the connection works beneath the ground to facilitate the jointing together of the cable circuits and any auxiliary cables;

“land plans onshore” means the plan or plans certified as the land plan or plans onshore by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“landfall” means the location at which the offshore cable circuits come ashore and are connected to the onshore connection works comprising Work Nos. 6 and 7 as described in Part 1 of Schedule 1;

“LAT” means lowest astronomical tide;

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

"link box" means the underground metal box placed within a plastic or concrete pit where the metal sheaths between adjacent cable circuit sections are connected and earthed installed within a ground level manhole or inspection chamber to allow access to the link box for regular maintenance or fault-finding purposes;

"maintain" includes inspect and survey, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace, to the extent assessed in the environmental statement; and any derivative of "maintain" must be construed accordingly;

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

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

"MMO" means the Marine Management Organisation, Lancaster House, Hampshire Court, Newcastle upon Tyne, NE4 7YH, or its successor in function;

"monopile foundation" means a steel pile, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

"multileg foundation" means a steel structure having multiple legs, which is fixed to the seabed and may include scour protection and additional equipment such as, J-tubes, corrosion protection systems and access platforms;

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

"National Park enhancement and furtherance principles document" means the document certified as the National Park enhancement and furtherance principles document by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc) ;

"National Trail" means the public right of way known as the South Downs Way and within the Order land comprises part of restricted byway 2092 and restricted byway 2693;

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London, SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006(**b**)) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

"non-intrusive works" means works within the onshore Order limits which do not require the breaking of the surface of the land;

"offshore in-principle monitoring plan" means the document certified as the offshore in-principle offshore monitoring plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"offshore substation" means a structure above LAT and attached to the seabed by means of a foundation, with one or more decks which may include a helicopter platform, and containing—

(a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage; and

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(**a**) 2010 c. 29.
(**b**) 2006 c. 46

(b) accommodation, storage, workshop auxiliary equipment, and facilities for operating, maintaining and controlling the substation or wind turbine generators;

"offshore Order limits" means those parts of the Order limits identified on the offshore Order limits and grid co-ordinates plan;

"offshore Order limits and grid co-ordinates plan" means the plan showing the offshore Order limits and grid co-ordinates certified as the offshore Order limits and grid co-ordinates plan by the Secretary of State for the purpose of this Order under article 49 (certification of plans and documents etc);

"offshore works" means Work Nos. 1 to 6 and any related further associated development in connection with those works seawards of MHWS;

"offshore works plan" means the plan or plans showing the offshore works which are certified as the offshore works plan or plans by the Secretary of State for the purposes of the Order under article 49 (certification of plans and documents etc);

"onshore Order limits" means that part of the Order limits within which the onshore works may be carried out;

"onshore substation" means the compound comprising the transformer substation, containing electrical equipment required to switch, transform and convert electricity voltage and provide reactive power compensation, with external drainage infrastructure landscaping and means of access comprising Work No. 16;

"onshore site preparation works" means operations consisting of site clearance, demolition, pre-planting of landscaping works, archaeological investigations, environmental surveys, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, creation of site accesses, the temporary display of site notices or advertisements, and temporary hardstanding or the erection of welfare facilities associated with such works;

"onshore works" means Work Nos. 7 to 20 and any related associated development in connection with those works;

"onshore works plan" means the plan or plans showing the onshore works which are certified as the onshore works plan or plans by the Secretary of State for the purposes of the Order under article 49 (certification of plans and documents etc);

"open access land plan" means the document certified as the open access land plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

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

"the Order limits" means the limits shown on the onshore works plans and offshore works plans within which the authorised project may be carried out, whose grid coordinates seaward of MHWS are set out in Part 1 of Schedule 1 to this Order;

"outline air quality management plan" means the document certified as the outline air quality management plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"outline cable burial risk assessment" means the document certified as the outline cable burial risk assessment by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"outline cable specification and installation plan" means the document certified as the outline cable specification and installation plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"outline code of construction practice" means the document certified as the outline code of construction practice by the Secretary of State for the purposes of this Order under article 49;

“outline construction communication plan” means the document certified as the outline construction communication plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline construction method statement” means the document certified as the outline construction method statement by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline construction traffic management plan” means the document certified as the outline construction traffic management plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline diver communications plan” means the document certified as the outline diver communications plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“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 for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline landscape and ecology management plan” means the document certified as the outline landscape and ecological management plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline marine written scheme of investigation” means the document certified as the outline marine written scheme of investigation by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline noise and vibration management plan” means the document certified as the outline noise and vibration management plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline onshore construction workforce travel plan” means the document certified as the outline onshore construction workforce travel plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline onshore written scheme of investigation” means the document certified as the outline onshore written scheme of investigation by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline operational drainage plan” means the document certified as the outline operational drainage plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline operational travel plan” means the document certified as the outline operational travel plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline public rights of way management plan” means the plan or plans certified as the outline public rights of way management plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline scour protection and cable protection plan” means the plan or plans certified as the outline scour protection and cable protection plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

“outline site waste management plan” means the document certified as the outline site waste management plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"outline skills and employment strategy" means the document certified as the outline skills and employment strategy by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"outline soils management plan" means the document certified as the outline soils management plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"outline vegetation retention and removal plan" means the document certified as the outline vegetation retention and removal plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

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

"pin piles" means cylindrical metal piles driven and/or drilled into the seabed to secure multileg foundations;

"public rights of way and landscape enhancement principles document" means the document certified as the public rights of way and landscape enhancement principles document by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"relevant planning authority" means in relation to any given provision of this Order (including the requirements) the local planning authority for the land in question:

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

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

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

"requirements" means, or a reference to a numbered requirement is to, those matters set out in Part 3 of Schedule 1 (requirements) to this Order;

"scour protection" means measures to prevent loss of seabed sediment around any structure placed in or on the seabed using methods including rock or gravel placement, concrete mattresses, flow energy dissipation devices, or bagged solutions;

"special category land plans" means the plan or plans certified as the special category land plan or plans by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"stage" means a part of the onshore works within the onshore Order limits identified in the written scheme approved under requirement 10;

"statutory nature conservation body" means the appropriate nature conservation body as defined in regulation 5 of the Conservation of Habitats and Species Regulations 2017(**b**);

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

"strategic road network" means any part of the highway network including trunk roads, special roads or streets for which National Highways is the highway authority;

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

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

(**a**) 1981 c. 67. Section 7 was amended by Section 70 of, and paragraph 9 of Schedule 15 to, the Planning and Compensation Act 1991 (c. 74).

(**b**) 2017/1012.

(**c**) "street authority" is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act 2015 (c. 7).

"suction bucket" means a steel cylindrical structure attached to the legs of a multileg foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

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

"transition joint bay" an excavation structure or working area formed in proximity to the landfall to allow the jointing of the offshore export cable circuits with the onshore export cable circuits;

"transition piece" means the metal structure attached to the top of the foundation where the base of the wind turbine generator is connected and may include additional equipment such as J-tubes, corrosion protection systems, boat access systems, access platforms, craneage, electrical transmission equipment and associated equipment;

"transmission cable" means any onshore or offshore cables for the transmission of electricity and communications and includes direct lay cables and/or cables pulled through cable ducts or under protective covers as part of a cable circuit;

"tree preservation order and hedgerow plan" means the plan or plans certified as the tree preservation order and hedgerow plan or plans by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"trenchless technology" means a cable installation method to install the cable circuits underground by means other than open cut, including horizontal directional drilling;

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

(a) section 10 or 19(1) of the 1980 Act;

(b) an order or direction under section 10 of the 1980 Act; or

(c) any other enactment;

"undertaker" means, subject to article 5 (benefit of the Order), Rampion Extension Development Limited (company number 12091939);

"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;

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

"wind turbine generator" means a structure comprising a tower, rotor with three blades connected at the hub, nacelle, transition piece 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, fixed to a foundation; and

"Working in Proximity to Wildlife in the Marine Environment Protocol" means the document certified as Appendix 10 – Further information for action point 42 – proximity to marine wildlife by the Secretary of State for the purpose of this Order under article 49 (certification of plans and documents etc).

(2) References in this Order to rights over land and watercourses include references to rights to do or restrain or to place and maintain, anything in, on or under the land or watercourse or in the air-space above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over the land or watercourse which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or which is an interest otherwise comprised in the Order land.

(3) All distances, directions, capacities and lengths referred to in this Order are approximate save in respect of the parameters referred to in—

(a) requirements 2 to 5 in Part 3 of Schedule 1 (requirements);

(b) conditions 1 and 2 in Part 2 of Schedule 11 (conditions); and

(c) conditions 1 and 2 in Part 2 of Schedule 12 (conditions).

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

(5) The expression "includes" must be construed without limitation unless the contrary intention appears.

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 in Schedule 1, and the conditions of the deemed marine licences in Schedule 11 and 12, Work Nos. 1 to 6 must be constructed within the Order limits seaward of MHWS and Work Nos. 7 to 20 must be constructed within the Order limits landward of MHWS.

Power to maintain the authorised project

4.—(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) The power to maintain conferred under paragraph (1) does not relieve the undertaker of any requirement to obtain any further licence under Part 4 of the 2009 Act (marine licensing) for offshore works not covered by the deemed marine licences.

Benefit of the Order

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

(2) Subject to sub-paragraphs (5) and (6), 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 licences referred to in sub-paragraph (3) below) 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 the Order (excluding the deemed marine licences) and such related statutory rights as may be so agreed,

except where sub-paragraph (8) applies, in which case no consent of the Secretary of State is required.

(3) Subject to sub-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 any of the deemed marine licences granted under Schedules 11 or 12 of this Order and such related statutory rights as may be agreed between the undertaker and the transferee; or

(b) where an agreement has been made in accordance with paragraph (2)(b), grant to the lessee, for the duration of the period mentioned in paragraph (2)(b), the whole of any of the deemed marine licences granted under Schedules 11 or 12 of this Order and such related statutory rights as may be so agreed,

except where sub-paragraph (8) applies, in which case no consent of the Secretary of State is required.

(4) Where an agreement has been made in accordance with sub-paragraph (2) or (3) references in this Order to the undertaker, except in sub-paragraphs (7), (9) and (12), is to include references to the transferee or lessee.

(5) The undertaker must consult the Secretary of State before making an application for consent under this article by giving notice in writing of the proposed application.

(6) On receipt of a request under sub-paragraph (3) the Secretary of State must consult the MMO, and must have regard to any response received from the MMO within 28 days of notification before giving consent to the transfer or grant to another person of the benefit of the provisions of the deemed marine licences.

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

(a) the benefit transferred or granted ("the transferred benefit") is to 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 is to reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit is not enforceable against the undertaker save in the case of a deemed marine licence transferred or granted in respect of any breach of an obligation by the undertaker which occurs prior to such transfer or grant or which occurs as a result of any activity carried out by the undertaker on behalf of the transferee; and

(c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under sub-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.

(8) The consent of the Secretary of State is required for the exercise of powers under sub-paragraphs (2) or (3) except where—

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

(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.

(9) 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 the MMO and/or the relevant planning authority.

(10) A notice required under sub-paragraphs (5) and (9) must—

(a) state—

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

(ii) subject to sub-paragraph (11), 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 (7)(c), will apply to the person exercising the powers transferred or granted; and

(v) where sub-paragraph (8)(c) does not apply, confirmation of the availability and adequacy of funds for compensation associated with the compulsory acquisition of the Order land; and

(b) be accompanied by—

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

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

(11) The date specified under sub-paragraph (10)(a)(ii) in respect of a notice served in respect of sub-paragraph (9) must not be earlier than the expiry of 14 days from the date of the Secretary of State's receipt of the notice.

(12) The notice given under sub-paragraph (9) 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.

(13) Section 72(7) and (8) of the 2009 Act (Variation, suspension, revocation and transfer) do not apply to a transfer or grant of the benefit of the provisions of any of the deemed marine licences to another person by the undertaker pursuant to this article.

Application and modification of legislative provisions

6.—(1) Regulation 6 of the Hedgerows Regulations 1997(**a**) (permitted work) is modified so as to read for the purposes of this Order only as if there were inserted after sub-paragraph (1)(j) the following—

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

(2) The provisions of the Neighbourhood Planning Act 2017(**b**) insofar as they relate to temporary possession of land under articles 31 (temporary use of land for carrying out the authorised project) and 32 (temporary use of land for maintaining the authorised project) of this Order do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project.

(3) This Order does not constitute a planning permission for the purposes of Part 10A of the 2008 Act (Infrastructure Levy: England) (or any statutory instrument to be made pursuant to that Part) or Part 11 of the 2008 Act (Community Infrastructure Levy) notwithstanding the definition of development in section 204E of the 2008 Act or the definition of planning permission contained within article 5 (meaning of planning permission) of the Community Infrastructure Levy Regulations 2010 (**c**).

Interaction with the Rampion Offshore Wind Farm Order 2014

7.—(1) As from the date of this Order the provisions of the Rampion Offshore Wind Farm Order 2014(**d**) is amended as follows.

(2) For article 3 (Development consent etc granted by the Order) substitute—

"**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

(**a**) S.I. 1997/1160.
(**b**) S.I. 2017 c.20.
(**c**) S.I. 2010/948.
(**d**) S.I. 2014/1873.

(b) consent for the ancillary works,

to be carried out within the Order limits.

(2) Subject to article 3(3) and the requirements, Work Nos. 1 to 3A may be constructed anywhere within the Order limits seaward of MHWS and Work Nos. 3B to 32 may be constructed anywhere within the Order limits landward of MLWS.

(3) Notwithstanding article 3(1) no more than—

(a) 116 wind turbine generators; and

(b) 1 offshore substation,

may be constructed pursuant to this Order unless the development authorised by the Rampion 2 Offshore Wind Farm Order 2025 has not been commenced by no later than the date on which the powers under the Rampion 2 Offshore Order 2025 expire in accordance with Requirement 1 of Part 3 of Schedule 1 and the right to do so has expired."

Defence to proceedings in respect of statutory nuisance

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

(a) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the construction, maintenance or decommissioning of the authorised project and that the nuisance 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(**b**); or

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

(b) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised project and that the nuisance is attributable to the use of the authorised project in compliance with requirement 29 (control of noise during operational phase); or

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

(2) Section 61(9) of the Control of Pollution Act 1974(**c**) does not apply where the consent relates to the use of premises by the undertaker for purposes of or in connection with the construction, maintenance or decommissioning of the authorised project.

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

(**b**) 1974 c. 40. Section 61(9) was amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990 c. 43. There are other amendments to Section 61 that are not relevant to this Order.

(**c**) 1974 c. 20. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c.25. There are other amendments to the 1974 Act which are not relevant to the Order.

PART 3

STREETS

Street works

9.—(1) The undertaker may, for the purposes of the authorised project, enter on so much of any of the streets specified in columns (2) and (3) of Schedule 2 (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 or under the street;

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

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

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

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

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

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

Application of the 1991 Act

10.—(1) The provisions of the 1991 Act mentioned in sub-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 9 (street works); and

(b) the temporary closure, temporary alteration or temporary diversion of a street by the undertaker under article 11 (temporary closure of streets),

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

(2) The provisions of the 1991 Act are—

(a) subject to sub-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

(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 sub-paragraph (2) has effect as if references in section 57 of that Act to emergency works included a reference to a closure, alteration or diversion (as the case may be) required in a case of emergency.

Temporary closure of streets

11.—(1) The undertaker may, during and for the purposes of carrying out the authorised project, 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 sub-paragraph (3), prevent all persons from passing along the street.

(2) Without limiting sub-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 sub-paragraph (1), the undertaker may temporarily close, alter or divert the streets set out in column (2) of Schedule 3 (streets to be temporarily closed) to the extent specified, by reference to the letters and numbers shown on the access rights of way and streets plans, in column (3) of that schedule.

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

(a) any street referred to in sub-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 public 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 sub-paragraph (5)(b) that street authority is deemed to have granted consent.

Public rights of way

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

(a) temporarily close the public rights of way specified in columns (1) and (2) of Part 1 of Schedule 4 (public rights of way) to the extent specified in column (3) of that Part of that Schedule by reference to the numbers and letters shown on the access rights of way and streets plan;

(b) temporarily close each of the public rights of way specified in columns (1) and (2) of Part 2 of Schedule 4 (public rights of way) to the extent specified, in column (3) of that Part of that Schedule and provide the temporary substitute public right of way described in column (4) of that Part of that Schedule between the specified terminus points at the stage of the authorised development identified in column (4) of that Part of that Schedule;

(c) temporarily close each of the public rights of way specified in columns (1) and (2) of Part 3 of Schedule 4 (public rights of way) to the extent agreed with the highway authority and in respect of the National Trail to the extent agreed with the South Downs National Park Authority and provide substitute temporary public rights of way on an alignment to be agreed with the highway authority or South Downs National Park Authority as applicable prior to the temporary closure of the public right of way concerned; and

(d) temporarily close or divert any other public right of way to the extent agreed with the highway authority.

(2) The public rights of way specified in columns (1) and (2) of Parts 2 and 3 of Schedule 4 (public rights of way) may not be wholly or partly closed under this article unless the temporary part of the substitute public right of way referred to in column (4) of Part 2 or an alternative temporary substitute public right of way agreed by the highway authority or South Downs National Park Authority in respect of the National Trail has first been provided by the undertaker.

(3) If the highway authority or South Downs National Park Authority fails to notify the undertaker of its decision within 28 days of receiving an application for agreement under sub-paragraph (1)(c) or (1)(d) that highway authority is deemed to have granted consent.

Access to works

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

(a) form, lay out and maintain a means of access, or improve or maintain an existing means of access, in the approximate locations specified in columns (1) and (2) of Schedule 5 (access to works); and

(b) with the approval of the relevant planning authority following consultation with the highway authority 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 45 days of receiving an application for approval under sub-paragraph (1)(b) that relevant planning authority is deemed to have granted approval.

Agreements with street authorities

14.—(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 9(1) (street works).

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

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

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

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

Power to alter layout etc. of streets

15.—(1) Subject to sub-paragraphs (2) and (3), the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with constructing, operating and maintaining the authorised project, alter the layout of any street and, without limitation on the scope of this paragraph, the undertaker may—

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

(b) make and maintain passing place(s).

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

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

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

(5) If a street authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under sub-paragraph (3) that street authority is deemed to have granted consent.

Temporary speed limits

16.—(1) Subject to the provisions of this article and the consent (such consent not to be unreasonably withheld) of the relevant traffic authority, which consent may be subject to

reasonable conditions, the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with the construction, operation or maintenance of the authorised project, impose a temporary speed limit either at all times or at times, on days or during such periods, and on such highways as may be specified by the undertaker.

(2) The undertaker must not exercise the powers in paragraph (1) unless it has given not less than 4 weeks' notice in writing of its intention so to do to the chief officer of police and to the relevant traffic authority.

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

(a) have the same effect; and

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

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

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

PART 4

SUPPLEMENTAL POWERS

Discharge of water

17.—(1) Subject to sub-paragraphs (3) and (4) 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 sub-paragraph (1) is determined as if it were a dispute under section 106 of the Water Industry Act 1991(**a**) (right to communicate with public sewers).

(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 sub-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 the Environment Agency.

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

(**a**) 1991 c. 56.

(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 a 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, the Environment Agency, 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 and the Water Resources Act 1991 have the same meaning as in those statutory provisions.

(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 sub-paragraph (3) or approval under paragraph (4) that person is deemed to have granted consent or given approval, as the case may be.

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 lying within the Order limits as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

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

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

(b) a power under sub-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-paragraph (a) or (c), specifying the protective works proposed to be carried out.

(6) Where a notice is served under sub-paragraph (5)(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question 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 46 (arbitration).

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

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

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

(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.

(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.

Authority to survey and investigate the land onshore

19.—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised project or land on which surveys and investigations are required for the monitoring of the authorised project or for the carrying out of ground, ecological or archaeological investigations and—

(a) survey or investigate the land including aerial surveys carried out by drone;

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

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

(d) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land, including the digging of trial trenches in such positions on the land as the undertaker thinks fit to carry out archaeological and site investigations; and

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

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

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

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

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

(4) No trial pits or boreholes are to be made under this article—

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

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

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

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

but such consent must not be unreasonably withheld or delayed.

(5) Following completion of any activities being undertaken pursuant to this article the undertaker must remove all equipment, apparatus and welfare facilities placed on the land in connection with such activities as soon as practicable, and the land must be restored to its original condition.

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

(7) If a street authority or highway authority that 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 sub-paragraph 4(c) or (d), that person is deemed to have granted consent or given approval, as the case may be.

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

Public rights of navigation

20.—(1) Subject to sub-paragraph (2), the rights of navigation over the places in the sea where any of the permanent structures are located within territorial waters will be suspended.

(2) The suspension of the rights of navigation over the places identified in sub-paragraph (1) will take effect 14 days after the undertaker has submitted a plan to the Secretary of State, Trinity House, the Maritime Coastguard Agency and the MMO showing the precise locations of the foundations of each of any such permanent structure to be constructed as part of the authorised development within territorial waters.

(3) In respect of the location of any individual permanent structure sub-paragraph (1) will cease to have effect as soon as that permanent structure has been decommissioned in accordance with a decommissioning programme approved under section 106 (approval of decommissioning programmes) of the 2004 Act and permanently removed, and the relevant rights of navigation will resume.

(4) The plan submitted in accordance with sub-paragraph (2) will be published by the undertaker as required by the Secretary of State.

(5) In this article 20 “permanent structures” means wind turbine generators and offshore substations including their foundations.

Temporary suspension of public access to access land

21.—(1) This provision applies to the access land described in Schedule 6 (temporary suspension of public access to access land).

(2) The undertaker may, in connection with the authorised project temporarily—

(a) interfere with such parts of the access land as are affected by the authorised project by constructing, maintaining or decommissioning the relevant part of the authorised project as the undertaker considers necessary or expedient; and

(b) close to the public such parts of the access land as are affected by the authorised project during construction, maintenance or decommissioning of the relevant part of the authorised project.

(3) No fewer than 28 days before exercising any power under sub-paragraph (2), the undertaker must notify the South Downs National Park Authority as relevant planning authority of its intention to exercise such powers.

(4) During the period of any closure referred to in sub-paragraph (2)(b), all rights of access to the public are to be suspended.

(5) The power conferred by sub-paragraph (2) must be exercised in a way which secures—

(a) that no more of the relevant part of the access land is closed to the public at any time than is necessary in the circumstances; and

(b) that all reasonable steps are taken to secure that the period of closure is kept to a minimum and that the minimum obstruction or interference is caused to the public which may be intending to use the part so closed.

(6) As soon as practicable following the exercise of any powers under sub-paragraph (2), any temporary works, plant, machinery and fencing must be removed and access to the access land restored.

PART 5

POWERS OF ACQUISITION

Compulsory acquisition of land

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

(2) This article is subject to —

(a) article 23 (time limit for exercise of authority to acquire land compulsorily or to take land temporarily);

(b) sub-paragraph (2) of article 24 (compulsory acquisition of rights and imposition of restrictive covenants);

(c) article 29 (acquisition of subsoil or airspace only);

(d) article 30 (rights under or over streets);

(e) article 31 (temporary use of land for carrying out the authorised project);

(f) article 48 (Crown rights);and

(g) article 50 (protective provisions).

(3) The power to compulsorily acquire land conferred under paragraph (1) does not apply to the Order land shown numbered 34/29 and 34/30 on the land plans onshore.

Time limit for exercise of authority to acquire land compulsorily or to take land temporarily

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

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

(b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 27 (Application of the 1981 Act),

in relation to any part of the Order Land.

(2) The authority conferred by article 31 (temporary use of land for carrying out the authorised project) ceases at the end of the period referred to in sub-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 and imposition of restrictive covenants

24.—(1) Subject to sub-paragraphs (2) and (3), the undertaker may acquire compulsorily such rights over, or impose such restrictive covenants affecting the Order land, including rights and restrictive covenants for the benefit of a statutory undertaker or any other person, as may be required for any purpose for which that land may be acquired under article 22 (compulsory acquisition of land), by creating them as well as by acquiring rights and the benefit of restrictions already in existence.

(2) Subject to the provisions of this paragraph, article 25 (private rights over land), article 32 (temporary use of land for carrying out the authorised project) and article 34 (statutory undertakers), in the case of the Order land specified in column (1) of Schedule 7 (acquisition of new rights and imposition of restrictive covenants only) the undertaker's powers of compulsory acquisition under article 22(1) are limited to the compulsory acquisition of such new rights and the imposition of restrictive covenants over land as may be required for the purpose specified in relation to that land in column (2) of that Schedule.

(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 (as substituted by paragraph 5(8) of Schedule 8 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of restrictive covenants), where the undertaker acquires a right over land or the benefit of a restrictive covenant or acquires an existing right over land or the benefit of a restrictive covenant already in existence under paragraph (1) or under paragraph (2), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 8 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of restrictive covenants) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of a restrictive covenant.

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

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

(7) Subject to the modifications set out in articles 52 (no double recovery), 53 (disregard of certain improvements, etc), 54(2) and (3) (set-off for enhancement in value of retained land), and Schedule 8, the enactments for the time being in force with respect to compensation for the compulsory purchase of land are to apply in the case of a compulsory acquisition under the Order in respect of a right by the creation of a new right or imposition of a restriction as they apply to the compulsory purchase of land and interests in land.

Private rights over land

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

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

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

whichever is the earlier.

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

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

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

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable insofar 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 restrictive covenants 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 Act to be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(5) This article does not apply in relation to any right to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 34 (statutory undertakers) applies.

(6) Sub-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 restrictive covenants 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 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 restrictive covenant in question is vested or belongs.

(7) If such an agreement as is referred to in sub-paragraph (6)(b)—

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

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

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

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

Power to override easements and other rights

26.—(1) Any authorised activity which takes place within the Order limits (whether the activity is undertaken by the undertaker or by any person deriving title from the undertaker or by any contractors, servants or agents of the undertaker) and the doing of anything else authorised by this Order is authorised for the purpose specified in section 158(2) (nuisance: statutory authority) of the 2008 Act, notwithstanding that it involves—

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

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

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

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

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

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

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

(4) Subject to article 52 (no double recovery), where any interest, right or restriction to which this article applies is overridden by paragraph (1), unless otherwise agreed, compensation—

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

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

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

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

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

(a) is liable to pay compensation by virtue of sub-paragraph (4); and

(b) fails to discharge that liability,

the liability is enforceable against the undertaker.

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

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

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

Application of the 1981 Act

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

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

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

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

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

(5) Section 5A(**a**) (time limit for general vesting declaration) is omitted.

(6) In section 5B(1)(**b**) (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) substitute "section 118 (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008"; and

(b) for "the three year period mentioned in section 5A" substitute "the seven year period mentioned in article 23 (time limit for exercise of authority to acquire land compulsorily or to take land temporarily) of the Rampion 2 Wind Farm Order 2025".

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

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

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

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

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

"(2) But see article 28(3) (acquisition of subsoil or airspace only) of the Rampion 2 Wind Farm Order 2025, which excludes the acquisition of subsoil or airspace only from this Schedule."

(11) References to the 1965 Act in the 1981 Act must be construed 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 28 (modification of Part 1 of the 1965 Act) to the compulsory acquisition of land under this Order.

Modification of Part 1 of the 1965 Act

28.—(1) Part 1 of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

(2) In section 4A(1) (**c**) (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 three year period mentioned in section 4" substitute "section 118 (legal challenges relating to applications for orders granting development consent) of the Planning Act, the seven year period mentioned in article 23 (time limit for exercise of authority to acquire land compulsorily or take land temporarily) of the Rampion 2 Offshore Wind Farm Order 2025".

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

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

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

(**a**) Section 5A was inserted by Section 182(2) of the Housing and Planning Act 2016 (c. 22).
(**b**) Section 5B was inserted by Section 202(2) of the Housing and Planning Act 2016 (c. 22).
(**c**) 1965 c. 56. Section 4(A) was inserted by Section 202(1) of the Housing and Planning Act 2016 (c. 22).
(**d**) 1965 c. 56. Section 11A was inserted by Section 186(3) of the Housing and planning Act 2016 (c. 22).

(4) In section 22(2) (interests omitted from purchase), for "section 4 of this Act" substitute "article 23 (time limit for exercise of authority to acquire land compulsorily or take land temporarily) of the Rampion 2 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—

"(2) But see article 31(3) (acquisition of subsoil or airspace only) of the Rampion 2 Offshore Wind Farm Order 2025, which excludes the acquisition of subsoil or airspace only from this Schedule"; and

(b) after paragraph 29 insert—

"PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 18 (protective work to buildings), article 31 (temporary use of land for carrying out the authorised development) or article 32 (temporary use of land for maintaining the authorised development) of the Rampion 2 Offshore Wind Farm Order 2025."

Acquisition of subsoil or airspace only

29.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil or the airspace over of the land referred to in article 22(1) (compulsory acquisition of land) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of or the airspace over land under sub-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 sub-paragraph (1) in relation to subsoil or airspace only—

(a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act as modified by article 28 (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) (reference of objection to Upper Tribunal: general) of the Town and Country Planning Act 1990.

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

Rights under or over streets

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

(2) Subject to sub-paragraph (3), the undertaker may exercise any power conferred by sub-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) Sub-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 sub-paragraph (5), any person who is an owner or occupier of land appropriated under sub-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 sub-paragraph (4) to any person who is an undertaker to whom section 85 of the 1991 Act (sharing of cost of necessary measures) 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

31.—(1) The undertaker may, in connection with the carrying out of the authorised project (but subject to article 23 (time limit for the exercise of authority to acquire land compulsorily or to take land temporarily)—

(a) enter on and take temporary possession of—

(i) the land specified in columns (1) and (2) of Schedule 9 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule; and

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

(b) remove any buildings, agricultural plant and apparatus, drain, structure, apparatus, fences, debris and vegetation from that land;

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

(d) use the land for the purposes of a working site or construction compound (including for the purposes of duct and cable preparation and stringing out) with and for the passage of persons of vehicles (with or without materials, plant and machinery) in connection with the use of the working site or construction compound in connection with the authorised project;

(e) construct any new road surface or other improvements to any street specified in Schedule 2 (streets subject to street works);

(f) construct any ground strengthening works to facilitate construction of the authorised development;

(g) construct any works on that land as are mentioned in Part 1 of Schedule 1 (authorised development) and Part 2 of Schedule 1 (ancillary works) on that land; and

(h) carry out mitigation works required pursuant to the requirements in Part 3 of Schedule 1 (requirements) or any other mitigation works on that land.

(2) The power conferred under sub-paragraph (1)(a)(ii) does not apply to the Order land shown numbered 34/29 and 34/30 on the land plans onshore.

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

(4) The undertaker is not required to serve notice under sub-paragraph (2) in the case of emergency where the undertaker has identified a potential risk to the safety of any of—

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

(b) the public; or

(c) the surrounding environment,

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

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

(a) in the case of land specified in sub-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 (4) of Schedule 9 (land of which temporary possession may be taken); or

(b) in the case of land specified in sub-paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of completion of the part of the authorised project 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.

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

(a) replace any buildings, agricultural plant and apparatus, drain, structure, apparatus, fences, debris and vegetation removed under this article;

(b) restore the land on which any permanent works have been constructed under sub-paragraph (1)(f) or (1)(g);

(c) remove statutory undertakers' apparatus or connections to such apparatus or any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised project; or

(d) restore the land on which any works have been carried out under sub-paragraph (1)(h).

(7) 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.

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

(9) Any dispute as to the satisfactory removal of temporary works and restoration of land under sub-paragraph (5) does not prevent the undertaker from giving up possession of the land.

(10) Subject to article 52 (no double recovery) nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) 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 sub-paragraph (6).

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

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

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

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

(**a**) 1965 c. 56. Section 13 was amended by sections 62(3) and 139 of, and paragraphs 27 and 28 of Schedule 13, and Part 3 of Schedule 23 to, the Tribunals Courts and Enforcement Act 2007 (c. 15).

Temporary use of land for maintaining the authorised project

32.—(1) Subject to sub-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 land if such possession is reasonably required for the purpose of maintaining the authorised project; and

(b) 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) Sub-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) Unless sub-paragraph (4) applies, the undertaker must serve notice of the intended entry on the owners and occupiers of the land not less than 28 days before entering on and taking temporary possession of land under this article.

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

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

(b) the public; or

(c) the surrounding environment,

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

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

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

(7) 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.

(8) Any dispute as to a person's entitlement to compensation under sub-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.

(9) Subject to article 52 (no double recovery) 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 execution of any works, other than loss or damage for which compensation is payable under sub-paragraph (7).

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

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

(12) In this article "the maintenance period", in relation to any part of the authorised project, means—

(a) where the authorised development consists of the maintenance of any tree or shrub a period of 10 years beginning with the date on which that tree or shrub is first planted;

(b) in relation to any other part of the authorised project the period of five years beginning with the date on which the authorised project is brought into commercial operation; and

(c) any period falling between the date at which temporary possession is no longer permitted under article 31 (temporary use of land for carrying out the authorised project) and the date on which the authorised project is brought in to commercial operation.

Compulsory acquisition of land – incorporation of the mineral code

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

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

(b) for "undertaking" substitute "authorised project"; and

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

Statutory undertakers

34. Subject to the provisions of article 24 (compulsory acquisition of rights and imposition of restrictive covenants), article 50 (protective provisions) and Schedule 10 (protective provisions) the undertaker may—

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

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

Apparatus and rights of statutory undertakers in closed streets

35.—(1) Where a street is closed, altered, diverted or restricted under article 11 (temporary closure of streets), any statutory utility whose apparatus is under, in, on over, along or across the street may, and if reasonably requested to do so by the undertaker must—

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

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

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

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

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

(3) If in the course of the execution of relocation works under sub-paragraph (1)—

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

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

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

(4) For the purposes of sub-paragraph (3)—

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

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

(5) An amount which, apart from this paragraph, would be payable to a statutory utility in respect of works by virtue of sub-paragraph (2) (and having regard, where relevant, to sub paragraph (3)) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than seven years and six months earlier so as to confer on the utility 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.

(6) In this article—

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

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

Recovery of costs of new connections

36.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 34 (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) Sub-paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 34, 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 sewage disposal plant.

(3) This article does not have effect in relation to apparatus to which article 35 (apparatus and rights of statutory undertakers in stopped up streets) or Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this paragraph—

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

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

Special Category Land

37.—(1) On the exercise by the undertaker of the relevant Order powers to acquire rights or impose restrictive covenants over the special category land so much of the special category land as is required for the purposes of the exercise by the undertaker of those rights or enforcement of those restrictive covenants is discharged from all rights, trusts and incidents to which it was

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

previously subject so far as their continuance would be inconsistent with the exercise of the relevant Order powers.

(2) In this article—

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

(b) "the special category land" means the land identified as forming part of a common, open space, or fuel or field allotment in the book of reference and on the special category land plans.

PART 6

OPERATIONS

Operation of generating station

38.—(1) The undertaker is hereby authorised to operate the generating station comprised in the authorised project.

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

Deemed marine licences under the 2009 Act

39. The marine licences set out in Schedules 11 (deemed marine licence under the 2009 Act – generation assets) and 12 (deemed marine licence under the 2009 Act – transmission assets) are deemed to have been granted to the undertaker under Part 4 (marine licensing) of the 2009 Act for the licensed marine activities and subject to the conditions set out in each Part 2 of those Schedules.

PART 7

MISCELLANEOUS AND GENERAL

Application of landlord and tenant law

40.—(1) This article applies to—

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

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

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

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

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

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

Operational land for purposes of the 1990 Act

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

Felling or lopping of trees and removal of hedgerows

42.—(1) Subject to sub-paragraph 2 and article 43 (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 land within the Order limits or 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 from obstructing or interfering with onshore site preparation works, the construction, maintenance or operation of the authorised project or its decommissioning or any apparatus used in connection with the authorised project.

(2) In carrying out any activity authorised by sub-paragraph (1), the undertaker must not do any unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person's entitlement to compensation under sub-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 purpose of the authorised project—

(a) subject to sub-paragraph (2) above, remove any hedgerows within the Order limits and specified in Schedule 13, Part 1 (removal of hedgerows) that may be required for the purposes of carrying out the authorised project; and

(b) remove the important hedgerows as are within the Order limits and specified in Schedule 13, 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

43.—(1) Subject to sub-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 any tree within or overhanging land within the Order limits subject to a tree preservation order whensoever made or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree 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 its decommissioning.

(3) In carrying out any activity authorised by sub-paragraph (2)—

(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.

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

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

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

Abatement of works abandoned or decayed

44. Where Work Nos 1 to 6 or all of them or any part of them, is abandoned or allowed to fall into decay the Secretary of State may, following consultation with the undertaker, by notice in writing require the undertaker at its own expense either to repair, make safe and restore one or any of those Works, or any relevant part of them, or to remove them and, without prejudice to any notice served under section 105(2) (Decommissioning programmes) of the 2004 Act(**a**) restore the site to a safe and proper condition, to such an extent and within such limits as may be specified in the notice.

Procedure in relation to certain approvals etc.

45. Schedule 14 (procedure for discharge of certain approvals) has effect in relation to all agreements or approvals granted, refused or withheld in relation to the requirements in Part 3 of Schedule 1 (requirements).

Arbitration

46.—(1) Subject to article 47 (saving provisions for Trinity House) any dispute or 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 15 (arbitration rules) of this Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

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

Saving provisions for Trinity House

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

Crown rights

48.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any lessee or licensee to take, use, enter on 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.

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

(2) Sub-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 sub-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.

Certification of plans and documents, etc.

49.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of the documents listed in Schedule 16 (documents to be certified) 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.

(3) Where a plan or document certified under sub-paragraph (1)—

(a) refers to a provision of this Order (including any specified requirement) when it was in draft form; and

(b) identifies that provision by number, or combination of numbers and letters, which is different from the number, or combination of numbers and letters by which the corresponding provision of this Order is identified in the Order as made,

the reference in the plan or document concerned must be construed for the purposes of this Order as referring to the provision (if any) corresponding to that provision in the Order as made.

Protective provisions

50. Schedule 10 (Protection Provisions) has effect.

Funding

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

(a) a guarantee, the form and the amount of that guarantee approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land pursuant to the provisions referred to in sub-paragraph (2); or

(b) an alternative form of security and the form amount of that security for that purpose approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land pursuant to the provisions referred to in sub-paragraph (2).

(2) The provisions are—

(a) article 22 (compulsory acquisition of land);

(b) article 24 (compulsory acquisition of rights and imposition of restrictive covenants);

(c) article 25 (private rights over land);

(d) article 26 (power to override easements and other rights);

(e) article 29 (acquisition of subsoil or airspace only);

(f) article 30 (rights under or over streets);

(g) article 31 (temporary use of land for carrying out the authorised project);

(h) article 32 (temporary use of land for maintaining the authorised project); and

(i) article 34 (statutory undertakers).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation under this Order is to be treated as enforceable against the guarantor or

person providing the alternative form of security by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

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

No double recovery

52. Compensation will not be 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.

Disregard of certain improvements, etc

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

(a) any interest in land; or

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

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

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

Set-off for enhancement in value of retained land

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

(2) In assessing the compensation payable to any person in respect of the acquisition from that person of any new rights over land (including the subsoil) under article 24 (compulsory acquisition of rights and imposition of restrictive covenants), the tribunal must set off against the value of the rights so acquired—

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

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

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

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

Service of notices

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

(a) by post;

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

(c) with the consent of the recipient and subject to sub-paragraphs (6) to (8), by electronic transmission.

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

(3) For the purposes of section 7 of the Interpretation Act 1978(**a**) (references to service by post) 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 sub-paragraph (1) is, if that person has given an address for service, that address and otherwise—

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

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

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

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

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

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

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

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

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

(d) in a form sufficiently permanent to be used for subsequent reference.

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

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

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

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

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

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

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

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

Compensation measures

56. Schedule 17 (Compensation to protect the coherence of the National Site Network) has effect.

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

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

4th April 2025

SCHEDULES

SCHEDULE 1

Article 2

AUTHORISED PROJECT

PART 1

THE AUTHORISED DEVELOPMENT

1. A nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act which is located in the English Channel approximately 13 kilometres to the south of the Sussex coast, comprising works to be carried out in the areas shown on the offshore works plans and onshore works plans—

Work No. 1—

an offshore wind turbine generating station with a gross electrical output of over 100 megawatts and comprising up to 90 wind turbine generators, with each wind turbine fixed to the seabed by either monopile foundation or multileg foundation and including a connection to the subsea cable circuits comprising Work No. 2(a) or 2(b).

Work No. 2—

(a) a network of subsea cable circuits between the wind turbine generators comprising Work No. 1;

(b) a network of subsea cable circuits between the wind turbine generators comprising Work No. 1 and the offshore substations comprising Work No. 3(a) including one or more cable crossings; and

(c) connections into the offshore substations comprising Work No. 3(a).

Work No. 3—

(a) up to three offshore substations each fixed to the seabed by monopile foundation, or multileg foundation and including connection to the cable circuits comprising Work No. 2(b), cable circuits comprising Work No. 3(b) and cable circuits comprising Work No. 4; and

(b) up to two offshore subsea cable circuits in total each connecting one offshore substation to another,

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. 4—

up to four cable circuits in total between and connecting one or more of the offshore substations comprising Work No. 3(a) and the cable circuits comprising Work No. 5 laid on or beneath the seabed within the offshore Order limits seaward of MLWS.

Work No. 5—

(a) up to four temporary horizontal directional drilling exit pits located seaward of MLWS; and

(b) up to four cable circuits and associated ducts connecting the cable circuits comprising Work No. 4 and the cable circuits comprising Work No. 6 laid on or beneath the seabed or in ducts laid on or beneath the seabed within the offshore Order limits.

In the intertidal area

Work No. 6—

landfall connection works comprising up to four cable circuits and associated ducts laid underground by horizontal directional drilling within the Order limits seaward of MHWS and landward of MLWS connecting Work No. 5 and Work No. 7.

In the district of Arun, in the county of West Sussex

Work No. 7—

onshore connection works consisting of up to four cable circuits and associated cable ducts laid underground by horizontal directional drilling between and connecting Work No. 6 and Work No. 8.

Work No. 8—

onshore connection works at landfall consisting of—

(a) up to 4 horizontal directional drilling launch and exit pits and associated cable ducts;

(b) up to 4 transition joint bays; and

(c) up to four cable circuits and associated cable ducts laid underground by open cut trenching, horizontal directional drilling, or other trenchless technology connecting Work No. 7 to Work No. 9.

In the districts of Arun, Horsham and Mid Sussex in the county of West Sussex, and within the South Downs National Park

Work No. 9—

onshore connection works consisting of—

(a) up to four cable circuits and associated cable ducts laid underground either by open cut trenching, horizontal directional drilling or other trenchless technology;

(b) horizontal directional drilling launch and exit pits and associated cable ducts or launch and exit pits associated with other trenchless technologies;

(c) joint bays;

(d) temporary construction consolidation sites, construction of a haul road and accesses;

(e) installation of new land drainage infrastructure and modification of existing land drainage; and

(f) the provision of operational access.

Work No. 10—

temporary construction compounds.

Work No. 11—

temporary soil storage area.

Work No. 12—

non-intrusive works for duct and cable installation preparation and stringing out.

Work No. 13—

temporary construction accesses including creation of visibility splays and vegetation clearance.

Work No. 14—

construction and operational accesses including creation of visibility splays and vegetation clearance.

Work No.15—

operational accesses including creation of visibility splays and vegetation clearance.

In the district of Horsham, in the county of West Sussex

Work No. 16—

onshore substation and associated construction works including—

(a) civil works to allow the installation of electrical equipment;

(b) installation and commissioning of high voltage electrical equipment including switch gears and circuit breakers, transformers, reactive compensation equipment, high voltage cables and bus bars to connect electrical equipment;

(c) construction of associated control buildings for the operation of the substation;

(d) accesses connecting to Work No. 18;

(e) surface water and drainage management measures;

(f) boundary treatment works; and

(g) landscaping.

Work No. 17—

environmental works to mitigate the impact of the substations comprising each of Work No. 16 and Work 20.

Work No. 18—

construction and operational access including drainage connecting Work No. 16 to the A272 including a new access junction.

In the districts of Mid Sussex and Horsham, in the county of West Sussex

Work No. 19—

onshore cable installation and associated works connecting Work No. 16 to the extended National Grid substation at Bolney comprising Work No. 20 consisting of—

(a) up to two cable circuits and associated cable ducts laid underground either by open cut trenching, horizontal directional drilling or other trenchless technology;

(b) horizontal directional drilling launch and exit pits or launch and exit pits associated with other trenchless technologies and associated cable ducts;

(c) transition joint bays;

(d) temporary construction consolidation sites, construction of a haul road and accesses; and

(e) installation of a new land drainage infrastructure and modification of existing land drainage and operational access.

Work No. 20—

an extension to the existing National Grid substation at Bolney for the connection of the cable circuits from the onshore substation to the National Grid substation including (but not limited to) cabling, cable sealing ends, circuit breakers, surge arrestors, dis-connectors, instrumentation-transformers, busbars and busbar clamp measuring equipment, other instrumentation and control equipment, relay marshalling rooms and electrical earthing works including associated connection works within the existing National Grid substation.

Further Works

Offshore

In connection with such Work Nos. 1 to 6 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 project 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;

(c) vessels carrying out intrusive activities;

(d) the removal of material from the seabed required for the construction of Work Nos. 1 to 5 and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance, pre-trenching, horizontal directional drill arisings and excavation of exit pits;

(e) removal of static fishing equipment; and

(f) disposal of drill arisings in connection with any foundation drilling within the offshore Order limits,

and

Onshore

In connection with such Work Nos. 6 to 20 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) works to secure vehicular and/or pedestrian means of access including the creation of new tracks, footpaths, and/or widening, creation of passing places, upgrades, creation of bellmouths, creation of temporary slip roads and improvements of existing tracks, footpaths and roads, including provision of visibility splays;

(b) temporary construction access tracks or haul road;

(c) bunds, embankments, swales, landscaping, fencing and boundary treatments and other means of enclosure;

(d) vegetation clearance;

(e) habitat creation and restoration;

(f) joint bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable marker, tiles and tape and other works associated with cable laying;

(g) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems and culverting including drainage mitigation works;

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

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

(j) landscaping and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised project;

(k) works for the benefit or protection of land affected by the authorised development;

(l) working sites in connection with the construction of the authorised development, construction lay down areas and compounds, storage compounds and their restoration;

(m) car parking areas, welfare facilities, temporary offices and workshops;

(n) spoil (including arisings from Work No. 6) and equipment storage;

(o) works of restoration;

(p) bowsers septic tanks generators and standby generators;

(q) ramps and temporary bridges;

(r) temporary lighting;

(s) works for the provision of apparatus including cabling water and electricity supply networks; and

(t) archaeological works,

and in each case such other works, apparatus, plant and machinery of whatever nature as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development.

2. The grid coordinates for that part of the authorised project which is seaward of MHWS are specified below and more particularly shown on the offshore Order limits and grid coordinates plan—

Table 1

Point	*Latitude*	*Longitude*	*Point*	*Latitude*	*Longitude*
1	50° 48’ 0.6148″	-000° 32’ 46.9538″	64	50° 39’ 22.8994″	-000° 11’ 0.3078″
2	50° 48’ 0.3623″	-000° 32’ 46.6888″	65	50° 39’ 22.9375″	-000° 11’ 0.1216″
3	50° 47’ 58.5314″	-000° 32’ 44.7664″	66	50° 39’ 22.9921″	-000° 10’ 59.8545″
4	50° 47’ 55.2012″	-000° 32’ 41.2701″	67	50° 39’ 23.0026″	-000° 10’ 59.8032″
5	50° 47’ 54.8542″	-000° 32’ 41.2745″	68	50° 39’ 23.0301″	-000° 10’ 59.6688″
6	50° 47’ 47.1541″	-000° 32’ 41.3703″	69	50° 39’ 23.0417″	-000° 10’ 59.6121″
7	50° 47’ 24.0826″	-000° 32’ 41.6574″	70	50° 39’ 23.0889″	-000° 10’ 59.3814″
8	50° 46’ 40.6972″	-000° 32’ 42.1966″	71	50° 36’ 40.5733″	-000° 10’ 7.2790″
9	50° 45’ 42.5924″	-000° 32’ 42.9178″	72	50° 35’ 56.8348″	-000° 12’ 29.9698″
10	50° 44’ 50.3060″	-000° 32’ 43.5658″	73	50° 35’ 46.1905″	-000° 13’ 4.6597″
11	50° 43’ 27.9008″	-000° 32′ 44.5850″	74	50° 35’ 26.4347″	-000° 14’ 9.0079″
12	50° 43’ 4.3293″	-000° 32’ 44.8761″	75	50° 35’ 44.1096″	-000° 20’ 10.6548″
13	50° 42’ 28.3486″	-000° 32’ 45.3201″	76	50° 36’ 25.6547″	-000° 21’ 2.8378″
14	50° 42’ 25.1670″	-000° 32’ 45.4370″	77	50° 36’ 27.9442″	-000° 21’ 5.7145″
15	50° 42’ 22.6856″	-000° 32’ 42.9705″	78	50° 36’ 33.7315″	-000° 21’ 12.9866″
16	50° 41’ 28.6123″	-000° 31’ 57.7034″	79	50° 36’ 36.0255″	-000° 21’ 15.9940″
17	50° 41’ 12.8834″	-000° 31’ 44.5421″	80	50° 36’ 42.3252″	-000° 21’ 24.2532″
18	50° 39’ 52.3821″	-000° 30’ 37.2248″	81	50° 36’ 50.0795″	-000° 21’ 34.4205″
19	50° 41’ 11.3500″	-000° 21’ 55.8599″	82	50° 37’ 0.5900″	-000° 21’ 48.2036″
20	50° 39’ 53.9451″	-000° 21’ 30.9561″	83	50° 37’ 2.6269″	-000° 21’ 50.8749″
21	50° 38’ 43.2945″	-000° 21’ 8.2445″	84	50° 37’ 26.1929″	-000° 22’ 21.7880″
22	50° 38’ 11.9503″	-000° 20’ 58.1743″	85	50° 37’ 27.1480″	-000° 22’ 23.0411″
23	50° 37’ 42.3197″	-000° 20’ 48.6579″	86	50° 36’ 38.8171″	-000° 27’ 24.4229″
24	50° 37’ 32.8206″	-000° 20’ 45.6028″	87	50° 36’ 16.5551″	-000° 29’ 46.1531″
25	50° 37’ 32.7858″	-000° 20’ 45.5916″	88	50° 36’ 12.3786″	-000° 30’ 12.7043″
26	50° 37’ 32.7633″	-000° 20’ 45.5843″	89	50° 35’ 33.2206″	-000° 34’ 21.0588″
27	50° 37’ 22.7987″	-000° 20’ 42.3409″	90	50° 35’ 29.7384″	-000° 34’ 43.2949″
28	50° 38’ 31.7775″	-000° 16’ 26.9705″	91	50° 35’ 11.5476″	-000° 36’ 40.5405″
29	50° 38’ 13.3226″	-000° 16’ 17.0707″	92	50° 35’ 8.6938″	-000° 36’ 58.9128″
30	50° 38’ 41.3993″	-000° 14’ 22.9538″	93	50° 35’ 8.5860″	-000° 37’ 35.2466″
31	50° 39’ 19.2087″	-000° 11’ 18.3535″	94	50° 35’ 15.1952″	-000° 37’ 36.0920″
32	50° 39’ 19.3373″	-000° 11’ 17.7245″	95	50° 35’ 17.9985″	-000° 37’ 36.4578″
33	50° 39’ 19.5025″	-000° 11’ 16.9170″	96	50° 35’ 18.0869″	-000° 37’ 36.4693″
34	50° 39’ 19.6186″	-000° 11’ 16.3492″	97	50° 35’ 25.0537″	-000° 37’ 37.3783″

35	50° 39’ 19.6908″	-000° 11’ 15.9965″	98	50° 35’ 31.1113″	-000° 37’ 38.1688″
36	50° 39’ 19.7648″	-000° 11’ 15.6344″	99	50° 35’ 52.0407″	-000° 37’ 40.9002″
37	50° 39’ 20.4130″	-000° 11’ 12.4655″	100	50° 36’ 22.3039″	-000° 37’ 44.8508″
38	50° 39’ 20.4164″	-000° 11’ 12.4490″	101	50° 36’ 24.7136″	-000° 37’ 45.1655″
39	50° 39’ 20.6912″	-000° 11’ 11.1054″	102	50° 36’ 36.3272″	-000° 37’ 46.6819″
40	50° 39’ 20.6985″	-000° 11’ 11.0695″	103	50° 37’ 8.9157″	-000° 37’ 51.3889″
41	50° 39’ 20.7558″	-000° 11’ 10.7896″	104	50° 37’ 14.4423″	-000° 37’ 52.1326″
42	50° 39’ 20.7809″	-000° 11’ 10.6668″	105	50° 37’ 26.2596″	-000° 37’ 53.7231″
43	50° 39’ 20.8160″	-000° 11’ 10.4952″	106	50° 37’ 33.2783″	-000° 37’ 54.6678″
44	50° 39’ 20.8413″	-000° 11’ 10.3711″	107	50° 37’ 47.0466″	-000° 37’ 56.5213″
45	50° 39’ 20.8647″	-000° 11’ 10.2572″	108	50° 37’ 52.4650″	-000° 37’ 57.2507″
46	50° 39’ 20.8985″	-000° 11’ 10.0916″	109	50° 37’ 55.7250″	-000° 37’ 57.5509″
47	50° 39’ 20.9320″	-000° 11’ 9.9280″	110	50° 39’ 1.7938″	-000° 36’ 8.7262″
48	50° 39’ 20.9471″	-000° 11’ 9.8539″	111	50° 39’ 24.3939″	-000° 33’ 40.8674″
49	50° 39’ 20.9846″	-000° 11’ 9.6706″	112	50° 40’ 16.3645″	-000° 34’ 24.3839″
50	50° 39’ 21.0187″	-000° 11’ 9.5038″	113	50° 41’ 39.4711″	-000° 35’ 34.0336″
51	50° 39’ 21.0425″	-000° 11’ 9.3875″	114	50° 42’ 42.0736″	-000° 36’ 26.5498″
52	50° 39’ 21.0907″	-000° 11’ 9.1519″	115	50° 42’ 54.3446″	-000° 36’ 23.8715″
53	50° 39’ 21.1078″	-000° 11’ 9.0682″	116	50° 43’ 29.5066″	-000° 36’ 16.1947″
54	50° 39’ 21.1552″	-000° 11’ 8.8368″	117	50° 44’ 36.7196″	-000° 36’ 1.5105″
55	50° 39’ 21.1689″	-000° 11’ 8.7697″	118	50° 45’ 10.4373″	-000° 35’ 54.1393″
56	50° 39’ 21.1691″	-000° 11’ 8.7686″	119	50° 46’ 18.6039″	-000° 35’ 39.2272″
57	50° 39’ 21.2393″	-000° 11’ 8.4254″	120	50° 46’ 50.5124″	-000° 35’ 32.2424″
58	50° 39’ 21.2579″	-000° 11’ 8.3344″	121	50° 47’ 32.2233″	-000° 35’ 23.1074″
59	50° 39’ 21.2943″	-000° 11’ 8.1562″	122	50° 47’ 34.7138″	-000° 35’ 22.5618″
60	50° 39’ 21.3304″	-000° 11’ 7.9801″	123	50° 47’ 36.2526″	-000° 35’ 22.2247″
61	50° 39’ 21.3412″	-000° 11’ 7.9272″	124	50° 47’ 37.5395″	-000° 35’ 21.9428″
62	50° 39’ 22.1787″	-000° 11’ 3.8321″	125	50° 47’ 37.7729″	-000° 35’ 21.8917″
63	50° 39’ 22.8501″	-000° 11’ 0.5488″	126	50° 47’ 38.9597″	-000° 35’ 21.6317″

3. The grid coordinates for that part of the offshore Order limits where those parts of the authorised project comprising Work Nos. 1, 2(c) and 3(a) may be carried out as shown on the offshore works plans are specified below—

Table 2

Point	*Latitude*	*Longitude*	*Point*	*Latitude*	*Longitude*
1	50° 39’ 1.7938″	-000° 36’ 8.7262″	71	50° 39’ 27.3702″	-000° 30’ 22.4457″
2	50° 39’ 24.3939″	-000° 33’ 40.8674″	72	50° 39’ 27.5636″	-000° 30’ 20.9233″
3	50° 39’ 38.5128″	-000° 32’ 8.3008″	73	50° 39’ 27.7675″	-000° 30’ 19.3961″
4	50° 39’ 38.0150″	-000° 32’ 7.9507″	74	50° 39’ 27.9818″	-000° 30’ 17.8647″
5	50° 39’ 37.5445″	-000° 32’ 7.5894″	75	50° 39’ 28.2064″	-000° 30’ 16.3295″
6	50° 39’ 37.0814″	-000° 32’ 7.2019″	76	50° 39’ 28.4413″	-000° 30’ 14.7911″
7	50° 39’ 36.6259″	-000° 32’ 6.7883″	77	50° 39’ 28.6863″	-000° 30’ 13.2497″
8	50° 39’ 36.1781″	-000° 32’ 6.3487″	78	50° 39’ 28.9415″	-000° 30’ 11.7061″
9	50° 39’ 35.7382″	-000° 32’ 5.8833″	79	50° 39’ 29.2067″	-000° 30’ 10.1605″
10	50° 39’ 35.3062″	-000° 32’ 5.3922″	80	50° 39’ 29.4819″	-000° 30’ 8.6135″
11	50° 39’ 34.8823″	-000° 32’ 4.8755″	81	50° 39’ 29.7669″	-000° 30’ 7.0655″
12	50° 39’ 34.4667″	-000° 32’ 4.3334″	82	50° 39’ 30.0618″	-000° 30’ 5.5171″
13	50° 39’ 34.0594″	-000° 32’ 3.7661″	83	50° 39’ 30.3663″	-000° 30’ 3.9686″
14	50° 39’ 33.6606″	-000° 32’ 3.1737″	84	50° 39’ 30.6804″	-000° 30’ 2.4206″
15	50° 39’33.2705″	-000° 32’ 2.5565″	85	50° 39’ 31.0041″	-000° 30’ 0.8735″

16	50° 39’ 32.8890″	-000° 32’ 1.9146″	86	50° 39’ 31.3371″	-000° 29’ 59.3278″
17	50° 39’ 32.5164″	-000° 32’ 1.2482″	87	50° 39’ 31.6795″	-000° 29’ 57.7840″
18	50°39’ 32.1528″	-000° 32’ 0.5575″	88	50° 39’ 32.0310″	-000° 29’ 56.2425″
19	50° 39’ 31.7982″	-000° 31’ 59.8427″	89	50° 39’ 32.3917″	-000° 29’ 54.7039″
20	50° 39’ 31.4528″	-000° 31’ 59.1040″	90	50° 39’ 32.7613″	-000° 29’ 53.1685″
21	50° 39’ 31.1167″	-000° 31’ 58.3418″	91	50° 39’ 33.1398″	-000° 29’ 51.6369″
22	50° 39’ 30.7900″	-000° 31’ 57.5561″	92	50° 39’33.5271″	-000° 29’ 50.1095″
23	50° 39’ 30.4727″	-000° 31’ 56.7473″	93	50° 39’ 33.9230″	-000° 29’ 48.5867″
24	50° 39’ 30.1651″	-000° 31’ 55.9155″	94	50° 39’ 34.3275″	-000° 29’47.0691″
25	50° 39’ 29.8671″	-000° 31’ 55.0611″	95	50° 39’ 34.7403″	-000° 29’ 45.5571″
26	50° 39’ 29.5788″	-000° 31’ 54.1843″	96	50° 39’ 35.1614″	-000° 29’ 44.0512″
27	50° 39’ 29.3005″	-000° 31’ 53.2853″	97	50° 39’ 35.5907″	-000° 29’ 42.5518″
28	50° 39’ 29.0320″	-000° 31’ 52.3645″	98	50° 39’ 36.0279″	-000° 29’ 41. 0593″
29	50° 39’ 28.7736″	-000° 31’ 51.4221″	99	50° 39’ 36.4731″	-000° 29’ 39.5743″
30	50° 39’ 28.5253″	-000° 31’ 50.4584″	100	50° 39’ 36.9260″	-000° 29’ 38.0972″
31	50° 39’28.2871″	-000° 31’ 49.4737″	101	50° 39’ 37.3865″	-000° 29’ 36.6284″
32	50° 39’ 28.0592″	-000° 31’ 48.4683″	102	50° 39’ 37.8544″	-000° 29’ 35.1684″
33	50° 39’ 27.8416″	-000° 31’ 47.4425″	103	50° 39’ 38.3297″	-000° 29’ 33.7176″
34	50° 39’ 27.6344″	-000° 31’ 46.3966″	104	50° 40’ 22.3750″	-000° 27’ 19.7685″
35	50° 39’ 27.4376″	-000° 31’ 45.3309″	105	50° 40’ 53.6018″	-000° 23’ 53.4563″
36	50° 39’ 27.2513″	-000° 31’ 44.2459″	106	50° 37’ 23.6536″	-000° 22’ 44.8831″
37	50° 39’ 27.0756″	-000° 31’ 43.1417″	107	50° 36’ 38.8171″	-000° 27’ 24.4229″
38	50° 39’ 26.9105″	-000° 31 42.0187″	108	50° 36’ 16.5551″	-000° 29’ 46.1531″
39	50° 39’ 26.7561″	-000° 31’ 40.8773″	109	50° 36’ 12.3786″	-000° 30’ 12.7043″
40	50° 39’ 26.6123″	-000° 31’ 39.7178″	110	50° 35’ 33.2206″	-000° 34’ 21.0588″
41	50° 39’ 26.4793″	-000° 31’ 38.5406″	111	50° 35’ 29.7384″	-000° 34’ 43.2949″
42	50° 39’ 26.3572″	-000° 31’ 37.3460″	112	50° 35’ 11.5476″	-000° 36’ 40.5405″
43	50° 39’ 26.2458″	-000° 31’ 36.1344″	113	50° 35’ 8.6938″	-000° 36’ 58.9128″
44	50° 39’ 26.1453″	-000° 31’ 34.9062″	114	50° 35’ 8.5860″	-000° 37’ 35.2466″
45	50° 39’ 26.0557″	-000° 31’ 33.6617″	115	50° 35’ 15.1952″	-000° 37’ 36.0920″
46	50° 39’ 25.9770″	-000° 31. 32.4013″	116	50° 35’ 17.9985″	-000° 37’ 36.4578″
47	50° 39’ 25.9093″	-000° 31’ 31.1254″	117	50° 35’ 18.0869″	-000° 37’ 36.4693″
48	50° 39’ 25.8526″	-000° 31’ 29.8344″	118	50° 35’ 25.0537″	-000° 37’ 37.3783″
49	50° 39’ 25.8068″	-000° 31’ 28.5286″	119	50° 35’ 31.1113″	-000° 37’ 38.1688″
50	50° 39’ 25.7720″	-000° 31’ 27.2086″	120	50° 35’ 52.0407″	-000° 37’ 40.9002″
51	50° 39’ 25.7482″	-000° 31’ 25.8746″	121	50° 36’ 22.3039″	-000° 37’ 44.8508″
52	50° 39’ 25.7355″	-000° 31’ 24.5271″	122	50° 36’ 24.7136″	-000° 37’ 45.1655″
53	50° 39’ 25.7337″	-000° 31’ 23.1665″	123	50° 36’ 36.3272″	-000° 37’ 46.6819″
54	50° 39’ 25.7265″	-000° 30’ 47.1665″	124	50° 37’ 8.9157″	-000° 37’ 51.3889″
55	50° 39’ 25.7358″	-000° 30’ 45.7932″	125	50° 37’ 14.4423″	-000° 37. 52.1326″
56	50° 39’ 25.7561″	-000° 30’ 44.4076″	126	50° 37’ 26.2596″	-000° 37’ 53.7231″
57	50° 39′ 25. 7874″	-000° 30’ 43.0102″	127	50° 37’ 33.2783″	-000° 37’ 54.6678″
58	50° 39’ 25.8297″	-000° 30’ 41.6014″	128	50° 37’ 47.0466″	-000° 37’ 56.5213″
59	50° 39’ 25.8830″	-000° 30’ 40.1815″	129	50° 37’ 52.4650″	-000° 37’ 57.2507″
60	50° 39’ 25.9472″	-000° 30’ 38.7511″	130	50° 37’ 55.7250″	-000° 37’ 57.5509″
61	50° 39’ 26.0225″	-000° 30’ 37.3106″	131	50° 39’ 1.7938″	-000° 36’ 8.7262″
62	50° 39’ 26.1086″	-000° 30’ 35.8603″	132	50° 35’ 26.4347″	-000° 14’ 9.0079″
63	50° 39’ 26.2056″	-000° 30’ 34.4008″	133	50° 35’ 43.9510″	-000° 20’ 7.3806″
64	50° 39’ 26.3136″	-000° 30’ 32.9325″	134	50° 36’ 55.0393″	-000° 20’ 30.4937″
65	50° 39’ 26.4323″	-000° 30’ 31.4559″	135	50° 38’ 29.1370″	-000° 10’ 42.0738″

66	50° 39’ 26.5619″	-000° 30’ 29.9713″	136	50° 36’ 40.5733″	-000° 10’ 7.2790″
67	50° 39’ 26.7022″	-000° 30’ 28.4793″	137	50° 35’ 56.8348″	-000° 12’ 29.9698″
68	50° 39’ 26.8532″	-000° 30’ 26.9803″	138	50° 35’ 46.1905″	-000° 13’ 4.6597″
69	50° 39’ 27.0149″	-000° 30’ 25.4747″	139	50° 35’ 26.4347″	-000° 14’ 9.0079″
70	50° 39’ 27.1873″	-000° 30’ 23.9630″			

4. The grid coordinates for that part of the offshore Order limits where the parts of the authorised project comprising Work No. 2(a), 2(b) and Work No. 3(b) may be carried out as shown on the offshore works plans are specified below—

Table 3

Point	*Latitude*	*Longitude*	*Point*	*Latitude*	*Longitude*
1	50° 39’ 52.3821″	-000° 30’ 37.2248″	48	50° 39’ 22.9375″	-000° 11’0.1216″
2	50°41’ 11.3500″	-000° 21’55.8599″	49	50° 39’22.9921″	-000° 10’59.8545″
3	50° 39’ 53.9451″	-000° 21’30.9561″	50	50° 39’ 23.0026″	-000° 10’ 59.8032″
4	50° 38’ 43.2945″	-000° 21’ 8.2445″	51	50° 39’ 23.0301″	-000° 10’ 59.6688″
5	50° 38’ 11.9503″	-000° 20’ 58.1743″	52	50° 39’ 23.0417″	-000° 10’ 59.6121″
6	50° 37′ 42. 3197″	-000° 20’ 48.6579″	53	50° 39’ 23.0889″	-000° 10’ 59.3814″
7	50° 37’ 32.8206″	-000° 20’ 45.6028″	54	50° 36’ 40.5733″	-000° 10’ 7.2790″
8	50° 37’ 32.7858″	-000° 20’ 45.5916″	55	50° 35’ 56.8348″	-000° 12’29.9698″
9	50° 37’ 32.7633″	-000° 20’ 45.5843″	56	50° 35’ 46.1905″	-000° 13’ 4.6597″
10	50° 37’ 22.7987″	-000° 20’ 42.3409″	57	50° 35’ 26.4347″	-000° 14’ 9.0079″
11	50° 38’ 31.7775″	-000° 16’ 26.9705″	58	50° 35’ 44.1096″	-000° 20’ 10.6548″
12	50° 38’ 13.3226″	-000° 16’ 17.0707″	59	50° 36’ 25.6547″	-000° 21’ 2.8378″
13	50°38’ 41.3993″	-000° 14’ 22.9538″	60	50° 36’ 27.9442″	-000° 21’ 5.7145″
14	50° 39’ 19.2087″	-000° 11’ 18.3535″	61	50° 36’ 33.7315″	-000° 21’ 12.9866″
15	50° 39’ 19.3373″	-000° 11’ 17.7245″	62	50° 36’ 36.0255″	-000° 21’ 15.9940″
16	50° 39′ 19. 5025″	-000° 11’ 16.9170″	63	50° 36′ 42. 3252″	-000° 21’ 24.2532″
17	50° 39′ 19. 6186″	-000° 11’ 16.3492″	64	50° 36’ 50.0795″	-000° 21’ 34.4205″
18	50° 39′ 19. 6908″	-000° 11’ 15.9965″	65	50° 37’ 0.5900″	-000° 21’ 48.2036″
19	50° 39′ 19. 7648″	-000° 11’ 15.6344″	66	50° 37’ 2.6269″	-000° 21’ 50.8749″
20	50° 39’ 20.4130″	-000° 11’ 12.4655″	67	50° 37’ 26.1929″	-000° 22’ 21.7880″
21	50° 39’ 20.4164″	-000° 11’ 12.4490″	68	50° 37’ 27.1480″	-000° 22’ 23.0411″
22	50° 39’ 20.6912″	-000° 11’ 11.1054″	69	50° 36’ 38.8171″	-000° 27’ 24.4229″
23	50° 39’ 20.6985″	-000° 11’ 11.0695″	70	50° 36’ 16.5551″	-000° 29’ 46.1531″
24	50° 39’ 20.7558″	-000° 11’ 10.7896″	71	50° 36’ 12.3786″	-000° 30’ 12.7043″
25	50° 39’ 20.7809″	-000° 11’ 10.6668″	72	50° 35’ 33.2206″	-000° 34’ 21.0588″
26	50° 39’ 20.8160″	-000° 11’ 10.4952″	73	50° 35’ 29.7384″	-000° 34’ 43.2949″
27	50° 39’ 20.8413″	-000° 11’ 10.3711″	74	50° 35’ 11.5476″	-000° 36’ 40.5405″
28	50° 39’ 20.8647″	-000° 11’ 10.2572″	75	50° 35’ 8.6938″	-000° 36’ 58.9128″
29	50° 39’ 20.8985″	-000° 11’ 10.0916″	76	50° 35’ 8.5860″	-000° 37’ 35.2466″
30	50° 39’ 20.9320″	-000° 11’ 9.9280″	77	50° 35’ 15.1952″	-000° 37’ 36.0920″
31	50° 39’ 20.9471″	-000° 11’ 9.8539″	78	50° 35’ 17.9985″	-000° 37’ 36.4578″
32	50° 39’ 20.9846″	-000° 11’ 9.6706″	79	50° 35’ 18.0869″	-000° 37’ 36.4693″
33	50° 39’ 21.0187″	-000° 11’ 9.5038″	80	50° 35’ 25.0537″	-000° 37’ 37.3783″
34	50° 39’ 21.0425″	-000° 11’ 9.3875″	81	50° 35’ 31.1113″	-000° 37’ 38.1688″
35	50° 39’ 21.0907″	-000° 11’ 9.1519″	82	50° 35’ 52.0407″	-000° 37’ 40.9002″
36	50° 39’ 21.1078″	-000° 11’ 9.0682″	83	50° 36’ 22.3039″	-000° 37’ 44.8508″
37	50° 39’ 21.1552″	-000° 11’ 8.8368″	84	50° 36’ 24.7136″	-000° 37’ 45.1655″
38	50° 39’ 21.1689″	-000° 11’ 8.7697″	85	50° 36’ 36.3272″	-000° 37’ 46.6819″
39	50° 39’ 21.1691″	-000° 11’ 8.7686″	86	50° 37’ 8.9157″	-000° 37’ 51.3889″

40	50° 39’ 21.2393″	-000° 11’ 8.4254″	87	50° 37’ 14.4423″	-000° 37’ 52.1326″
41	50° 39’ 21.2579″	-000° 11’ 8.3344″	88	50° 37’ 26.2596″	-000° 37’ 53.7231″
42	50° 39’ 21.2943″	-000° 11’ 8.1562″	89	50° 37’ 33.2783″	-000° 37’ 54.6678″
43	50° 39’ 21.3304″	-000° 11’ 7.9801″	90	50° 37’ 47.0466″	-000° 37’ 56.5213″
44	50° 39’ 21.3412″	-000° 11’ 7.9272″	91	50° 37’ 52.4650″	-000° 37’ 57.2507″
45	50° 39’ 22.1787″	-000° 11’ 3.8321″	92	50° 37’ 55.7250″	-000° 37’ 57.5509″
46	50° 39’ 22.8501″	-000° 11’ 0.5488″	93	50° 39’ 1.7938″	-000° 36’ 8.7262″
47	50° 39’ 22.8994″	-000° 11’ 0.3078″	94	50° 39’ 24.3939″	-000° 33’ 40.8674″

5. The grid coordinates for that part of the offshore Order limits where that part of the authorised project comprising Work No. 4 may be carried out as shown on the offshore works plans are specified below—

Table 4

Point	*Latitude*	*Longitude*	*Point*	*Latitude*	*Longitude*
1	50° 46’ 49.8007″	-000° 32’ 42.0835″	97	50° 37’ 8.9157″	-000° 37’ 51.3889″
2	50° 46’ 40.6972″	-000° 32’ 42.1966″	98	50° 37’ 14.4423″	-000° 37’ 52.1326″
3	50° 45’ 42.5924″	-000° 32’42.9178″	99	50° 37’ 26.2596″	-000° 37’ 53.7231″
4	50° 44’ 50.3060″	-000° 32’ 43.5658″	100	50° 37’ 33.2783″	-000° 37’ 54.6678″
5	50° 43’ 27.9008″	-000°32’ 44.5850″	101	50° 37’ 47.0466″	-000° 37’ 56.5213″
6	50° 43’ 4.3293″	-000° 32’ 44.8761″	102	50° 37’ 52.4650″	-000° 37’ 57.2507″
7	50° 42’ 28.3486″	-000° 32’ 45.3201″	103	50° 37’ 55.7250″	-000° 37’ 57.5509″
8	50° 42’ 25.1670″	-000° 32’ 45.4370″	104	50° 39’ 1.7938″	-000° 36’ 8.7262″
9	50° 42’ 22.6856″	-000° 32’ 42.9705″	105	50° 39’ 24.3939″	-000° 33’ 40.8674″
10	50° 41’ 28.6123″	-000° 31’ 57.7034″	106	50° 40’ 16.3645″	-000° 34’ 24.3839″
11	50° 41’ 12.8834″	-000° 31’ 44.5421″	107	50° 41’ 39.4711″	-000° 35’ 34.0336″
12	50° 39’ 52.3821″	-000° 30’ 37.2248″	108	50° 42’ 42.0736″	-000° 36’ 26.5498″
13	50° 41’ 11.3500″	-000° 21’ 55.8599″	109	50° 42’ 54.3446″	-000° 36’ 23.8715″
14	50° 39’ 53.9451″	-000° 21’ 30.9561″	110	50° 43’ 29.5066″	-000° 36’ 16.1947″
15	50° 38’ 43.2945″	-000° 21’ 8.2445″	111	50° 44’ 36.7196″	-000° 36’ 1.5105″
16	50° 38’ 11.9503″	-000° 20’ 58.1743″	112	50° 45’ 10.4373″	-000° 35’ 54.1393″
17	50° 37’ 42.3197″	-000° 20’ 48.6580″	113	50° 46’ 18.6039″	-000° 35’ 39.2272″
18	50° 37’ 32.8206″	-000° 20’ 45.6028″	114	50° 46’ 31.3325″	-000° 35’ 36.4412″
19	50° 37’ 32.7858″	-000° 20’ 45.5916″	115	50° 46’ 30.8906″	-000° 35’ 31.1402″
20	50° 37’ 32.7633″	-000° 20’ 45.5843″	116	50° 46’ 30.6142″	-000° 35’ 24.4745″
21	50° 37’ 22.7988″	-000° 20’ 42.3409″	117	50° 46’ 30.6147″	-000° 35’ 17.7946″
22	50° 38’ 31.7775″	-000° 16’ 26.9705″	118	50° 46’ 30.8922″	-000° 35’ 11.1291″
23	50° 38’ 13.3227″	-000° 16’ 17.0707″	119	50° 46’ 31.4453″	-000° 35’ 4.5064″
24	50° 38’ 41.3993″	-000° 14’ 22.9538″	120	50° 46’ 32.2718″	-000° 34’ 57.9549″
25	50° 39’ 19.2087″	-000° 11’ 18.3535″	121	50° 46’ 33.3681″	-000° 34’ 51.5025″
26	50° 39’ 19.3373″	-000° 11’ 17.7245″	122	50° 46’ 34.7296″	-000° 34’ 45.1770″
27	50° 39’ 19.5025″	-000° 11’ 16.9170″	123	50° 46’ 35.4901″	-000° 34’ 42.2812″
28	50° 39’ 19.6186″	-000° 11’ 16.3492″	124	50° 46’ 35.5228″	-000° 34’ 42.0236″
29	50° 39’ 19.6908″	-000° 11’ 15.9965″	125	50° 46’ 35.5994″	-000° 34’ 41.2888″
30	50° 39’ 19.7648″	-000° 11’ 15.6344″	126	50° 46’ 35.6054″	-000° 34’ 41.2313″
31	50° 39’ 20.4130″	-000° 11’ 12.4655″	127	50° 46’ 35.9055″	-000° 34’ 38.5822″
32	50° 39’ 20.4164″	-000° 11’ 12.4490″	128	50° 46’ 36.0094″	-000° 34’ 37.7299″
33	50°39’ 20.6912″	-000° 11’ 11.1054″	129	50° 46’ 36.5355″	-000° 34’ 33.8272″
34	50° 39’ 20.6985″	-000° 11’ 11.0695″	130	50° 46’ 37.0004″	-000° 34’ 30.8806″
35	50° 39’ 20.7558″	-000° 11’ 10.7896″	131	50° 46’ 37.0010″	-000° 34’ 30.8770″
36	50° 39’ 20.7809″	-000° 11’ 10.6668″	132	50° 46’ 37.1267″	-000° 34’ 30.0528″

37	50° 39’ 20.8160″	-000° 11’ 10.4952″	133	50° 46’ 37.6810″	-000° 34’ 26.8347″
38	50° 39’ 20.8414″	-000° 11’ 10.3711″	134	50° 46’ 37.7138″	-000° 34’ 26.5748″
39	50° 39’ 20.8647″	-000° 11’ 10.2572″	135	50° 46’ 38.0846″	-000° 34’ 24.1951″
40	50° 39’ 20.8985″	-000° 11’ 10.0916″	136	50° 46’ 38.3829″	-000° 34’ 22.3753″
41	50° 39’ 20.9320″	-000° 11’ 9.9280″	137	50° 46’ 38.8484″	-000° 34’ 19.6871″
42	50° 39’ 20.9471″	-000° 11’ 9.8540″	138	50° 46’ 38.9607″	-000° 34’ 19.0720″
43	50° 39’ 20.9846″	-000° 11’ 9.6706″	139	50° 46’ 39.2202″	-000° 34’ 17.6871″
44	50° 39’ 21.0187″	-000° 11’ 9.5038″	140	50° 46’ 40.5811″	-000° 34’ 11.3611″
45	50° 39’ 21.0425″	-000° 11’ 9.3875″	141	50° 46’ 41.8814″	-000° 34’ 6.3216″
46	50° 39’ 21.0907″	-000° 11’ 9.1519″	142	50° 46’ 42.2559″	-000° 34’ 4.9738″
47	50° 39’ 21.1078″	-000° 11’ 9.0682″	143	50° 46’ 42.5759″	-000° 34’ 3.8412″
48	50° 39’ 21.1552″	-000° 11’ 8.8368″	144	50° 46’ 42.9023″	-000° 34’ 2.7225″
49	50° 39’ 21.1689″	-000° 11’ 8.7697″	145	50° 46’ 43.3239″	-000° 34’ 1.3002″
50	50° 39’ 21.1691″	-000° 11’ 8.7686″	146	50° 46’ 44.3721″	-000° 33’ 57.9966″
51	50° 39’ 21.2393″	-000° 11’ 8.4254″	147	50° 46’ 44.3810″	-000° 33’ 57.9636″
52	50° 39’ 21.2579″	-000° 11’ 8.3345″	148	50° 46’ 45.2637″	-000° 33’ 55.0152″
53	50° 39’ 21.2944″	-000° 11’ 8.1562″	149	50° 46’ 45.5808″	-000° 33’ 53.9984″
54	50° 39’ 21.3304″	-000° 11’ 7.9801″	150	50° 46’ 46.0305″	-000° 33’ 52.5844″
55	50° 39’ 21.3412″	-000° 11’ 7.9272″	151	50° 46’ 46.4507″	-000° 33’ 51.2883″
56	50° 39’ 22.1787″	-000° 11’ 3.8321″	152	50° 46’ 46.9907″	-000° 33’ 49.6586″
57	50° 39’ 22.8501″	-000° 11’ 0.5488″	153	50° 46’ 47.8546″	-000° 33’ 47.2974″
58	50° 39’ 22.8994″	-000° 11’ 0.3078″	154	50° 46’ 48.2437″	-000° 33’ 46.1079″
59	50° 39’ 22.9375″	-000° 11’ 0.1216″	155	50° 46’ 49.1345″	-000° 33’ 43.6730″
60	50° 39’ 22.9921″	-000° 10’ 59.8545″	156	50° 46’ 49.4912″	-000° 33’ 39.3906″
61	50° 39’ 23.0026″	-000° 10’ 59.8033″	157	50° 46’ 50.3164″	-000°33’ 32.8380″
62	50° 39’ 23.0301″	-000° 10’ 59.6688″	158	50° 46’ 51.1191″	-000° 33’ 27.9509″
63	50° 39’ 23.0417″	-000° 10’ 59.6121″	159	50° 46’ 51.3096″	-000° 33’ 26.8988″
64	50° 39’ 23.0889″	-000° 10’ 59.3814″	160	50° 46’ 51.3391″	-000° 33’ 26.6492″
65	50° 36’ 40.5733″	-000° 10’ 7.2790″	161	50° 46’ 51.5789″	-000° 33’ 24.7195″
66	50° 35’ 56.8348″	-000° 12’ 29.9698″	162	50° 46’ 51.6477″	-000° 33’ 24.1929″
67	50° 35’ 46.1905″	-000° 13’ 4.6597″	163	50° 46’ 51.7030″	-000°33’ 23.6624″
68	50° 35’ 26.4347″	-000° 14’ 9.0079″	164	50° 46’ 51.7067″	-000° 33’ 23.6272″
69	50° 35’ 44.1096″	-000° 20’ 10.6548″	165	50° 46’ 52.2817″	-000° 33’ 18.8380″
70	50° 36’ 25.6547″	-000° 21’ 2.8378″	166	50° 46’ 52.2855″	-000° 33’ 18.8103″
71	50° 36’ 27.9442″	-000° 21’ 5.7145″	167	50° 46’ 52.3480″	-000°33’ 16.5867″
72	50°36’ 33.7315″	-000° 21’ 12.9867″	168	50° 46’ 52.3819″	-000° 33’ 15.6368″
73	50° 36’ 36.0255″	-000° 21’ 15.9940″	169	50° 46’ 52.4500″	-000° 33’ 14.2166″
74	50° 36’ 42.3253″	-000° 21’ 24.2532″	170	50° 46’ 52.3827″	-000° 33’ 13.4068″
75	50° 36’ 50.0795″	-000°21’ 34.4205″	171	50° 46’ 52.2788″	-000° 33’ 12.3576″
76	50° 37’ 0.5901″	-000° 21’ 48.2036″	172	50° 46’ 52.1807″	-000° 33’ 11.5423″
77	50° 37’ 2.6269″	-000° 21’ 50.8749″	173	50° 46’ 52.1397″	-000° 33’ 11.1979″
78	50° 37’ 26.1929″	-000° 22’ 21.7880″	174	50° 46’ 52.0974″	-000° 33’ 10.8392″
79	50° 37’ 27.1480″	-000° 22’ 23.0411″	175	50° 46’ 51.8731″	-000° 33’ 8.8265″
80	50° 36’ 38.8171″	-000° 27’ 24.4229″	176	50° 46’ 51.3468″	-000° 33’ 2.6428″
81	50° 36’ 16.5551″	-000° 29’ 46.1531″	177	50° 46’ 51.3360″	-000° 33’ 2.4787″
82	50° 36’ 12.3786″	-000° 30’ 12.7043″	178	50°46’ 51.3359″	-000° 33’ 2.4775″
83	50° 35’ 33.2206″	-000° 34’ 21.0588″	179	50° 46’ 51.2831″	-000° 33’ 1.9360″
84	50° 35’ 29.7384″	-000° 34’43.2949″	180	50°46’ 51.0907″	-000° 32’ 59.8173″
85	50° 35’ 11.5476″	-000° 36’ 40.5405″	181	50° 46’ 50.8304″	-000° 32’ 56.7205″
86	50° 35’ 8.6938″	-000° 36’ 58.9128″	182	50° 46’ 50.6907″	-000° 32’ 54.9373″

87	50° 35’ 8.5860″	-000°37’ 35.2466″	183	50° 46’ 50.5692″	-000° 32’ 53.2671″
88	50° 35’ 15.1952″	-000° 37’ 36.0920″	184	50° 46’ 50.5517″	-000° 32’ 53.0243″
89	50° 35’ 17.9985″	-000° 37’ 36.4578″	185	50° 46’ 50.4801″	-000° 32’ 52.0184″
90	50° 35’ 18.0869″	-000° 37’ 36.4693″	186	50° 46’ 50.4366″	-000° 32’ 51.4437″
91	50° 35’ 25.0537″	-000° 37’ 37.3783″	187	50° 46’ 50.4028″	-000° 32’ 51.0278″
92	50° 35’ 31.1113″	-000° 37’ 38.1688″	188	50° 46’ 50.3262″	-000° 32’ 50.1580″
93	50° 35’ 52.0407″	-000° 37’ 40.9002″	189	50° 46’ 50.1892″	-000° 32’ 48.5032″
94	50° 36’ 22.3039″	-000° 37’ 44.8508″	190	50° 46’ 50.1151″	-000° 32’ 47.5480″
95	50° 36’ 24.7136″	-000° 37’ 45.1655″	191	50° 46’ 49.9511″	-000° 32’ 45.2090″
96	50° 36’ 36.3272″	-000° 37’ 45.6819″			

6. The grid coordinates for that part of the offshore Order limits seaward of MLWS where the part of the authorised project comprising Work No. 5 may be carried out as shown on the offshore works plans are specified below—

Table 5

Point	*Latitude*	*Longitude*	*Point*	*Latitude*	*Longitude*
1	50° 47’ 54.8542″	-000° 32′ 41.2745″	44	50° 46’ 46.9907″	-000° 33’ 49.6586″
2	50° 47’ 47.1541″	-000° 32’ 41.3703″	45	50° 46’ 46.4507″	-000° 33’ 51.2883″
3	50° 47’ 24.0826″	-000° 32’ 41.6574″	46	50° 46’ 46.0305″	-000° 33’ 52.5844″
4	50° 46’ 49.8007″	-000° 32’ 42.0835″	47	50° 46’ 45.5808″	-000° 33’ 53.9984″
5	50° 46’ 49.9511″	-000° 32’ 45.2090″	48	50° 46’ 45.2637″	-000° 33’ 55.0152″
6	50° 46’ 50.1151″	-000° 32’ 47.5480″	49	50° 46’ 44.3810″	-000° 33’ 57.9636″
7	50° 46’ 50.1892″	-000° 32’ 48.5032″	50	50° 46’ 44.3721″	-000° 33’ 57.9966″
8	50° 46’ 50.3262″	-000° 32’ 50.1580″	51	50° 46’ 43.3239″	-000° 34’ 1.3002″
9	50° 46’ 50.4028″	-000° 32’ 51.0278″	52	50° 46’ 42.9023″	-000° 34’ 2.7225″
10	50° 46’ 50.4366″	-000° 32’ 51.4437″	53	50° 46’ 42.5759″	-000° 34’ 3.8412″
11	50° 46’ 50.4801″	-000° 32’ 52.0184″	54	50° 46’ 42.2559″	-000° 34’ 4.9738″
12	50° 46’ 50.5517″	-000° 32’ 53.0243″	55	50° 46’ 41.8814″	-000° 34’ 6.3216″
13	50° 46’ 50.5692″	-000° 32’ 53.2671″	56	50° 46’ 40.5811″	-000° 34’ 11.3611″
14	50° 46’ 50.6907″	-000° 32’ 54.9373″	57	50° 46’ 39.2202″	-000° 34’ 17.6871″
15	50° 46’ 50.8304″	-000° 32’ 56.7205″	58	50° 46’ 38.9607″	-000° 34’ 19.0720″
16	50° 46’ 51.0907″	-000° 32’ 59.8173″	59	50° 46’ 38.8484″	-000° 34’ 19.6871″
17	50° 46’ 51.2831″	-000° 33’ 1.9360″	60	50° 46’ 38.3829″	-000° 34’ 22.3753″
18	50° 46’ 51.3359″	-000° 33’ 2.4775″	61	50° 46’ 38.0846″	-000° 34’ 24.1951″
19	50° 46’ 51.3360″	-000° 33’ 2.4787″	62	50° 46’ 37.7138″	-000° 34’ 26.5748″
20	50° 46’ 51.3468″	-000° 33’ 2.6428″	63	50° 46’ 37.6810″	-000° 34’ 26.8347″
21	50° 46’ 51.8731″	-000° 33’ 8.8265″	64	50° 46’ 37.1267″	-000° 34’ 30.0528″
22	50° 46’ 52.0974″	-000° 33’ 10.8392″	65	50° 46’ 37.0010″	-000° 34’ 30.8770″
23	50° 46’ 52.1397″	-000° 33’ 11.1979″	66	50° 46’ 37.0004″	-000° 34’ 30.8806″
24	50° 46’ 52.1807″	-000° 33’ 11.5423″	67	50° 46’ 36.5355″	-000° 34’ 33.8272″
25	50° 46’ 52.2788″	-000° 33’ 12.3576″	68	50° 46’ 36.0094″	-000° 34’ 37.7299″
26	50° 46’ 52.3827″	-000° 33’ 13.4068″	69	50° 46’ 35.9055″	-000° 34’ 38.5822″
27	50° 46’ 52.4500″	-000° 33’ 14.2166″	70	50° 46’ 35.6054″	-000° 34’ 41.2313″
28	50° 46’ 52.3819″	-000° 33’ 15.6368″	71	50° 46’ 35.5994″	-000° 34’ 41.2888″
29	50° 46’ 52.3480″	-000° 33’ 16.5867″	72	50° 46’ 35.5228″	-000° 34’ 42.0236″
30	50° 46’ 52.2855″	-000° 33’ 18.8103″	73	50° 46’ 35.4901″	-000° 34’ 42.2812″
31	50° 46’ 52.2817″	-000° 33’ 18.8380″	74	50° 46’ 34.7296″	-000° 34’ 45.1770″
32	50° 46’ 51.7067″	-000° 33’ 23.6272″	75	50° 46’ 33.3681″	-000° 34’ 51.5025″
33	50° 46’ 51.7030″	-000° 33’ 23.6624″	76	50° 46’ 32.2718″	-000° 34’ 57.9549″
34	50° 46’ 51.6477″	-000° 33’ 24.1929″	77	50° 46’ 31.4453″	-000 35’ 4.5064″

35	50° 46’ 51.5789″	-000° 33’ 24.7195″	78	50° 46’ 30.8922″	-000° 35’ 11.1291″
36	50° 46’ 51.3391″	-000° 33’ 26.6492″	79	50° 46’ 30.6147″	-000° 35’ 17.7946″
37	50° 46’ 51.3096″	-000° 33’ 26.8988″	80	50° 46’ 30.6142″	-000° 35’ 24.4745″
38	50° 46’ 51.1191″	-000° 33’ 27.9509″	81	50° 46’ 30.8906″	-000° 35’ 31.1402″
39	50° 46’ 50.3164″	-000° 33’ 32.8380″	82	50° 46’ 31.3325″	-000° 35’ 36.4412″
40	50° 46’ 49.4912″	-000° 33’ 39.3906″	83	50° 46’ 50.5124″	-000° 35’ 32.2424″
41	50° 46’ 49.1345″	-000° 33’ 43.6730″	84	50° 47’ 32.2233″	-000° 35’ 23.1074″
42	50° 46’ 48.2437″	-000° 33’ 46.1079″	85	50° 47’ 32.8858″	-000° 35’ 22.9623″
43	50° 46’ 47.8546″	-000° 33’ 47.2974″			

PART 2

ANCILLARY WORKS

Works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

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

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

(c) temporary works for the benefit or protection of land or structures affected by the authorised development.

PART 3

REQUIREMENTS

Time limits

1.—(1) The authorised project must commence no later than the expiration of seven years beginning with the date this Order comes into force.

Detailed offshore design parameters

2.—(1) The total number of wind turbine generators comprised in the authorised project must be no more than 90 having a total rotor swept area of no more than 4.45 square kilometres.

(2) Subject to sub-paragraph (3), each wind turbine generator must have—

(a) a height of no more than 325 metres when measured from LAT to the tip of the vertical blade;

(b) a rotor diameter of no more than 295 metres;

(c) a distance of no less than 22 metres from MHWS to the lowest point of the rotating blade; or

(d) a distance of no less than 830 metres from the nearest wind turbine generator in all directions,

and the authorised project will comprise turbines of a uniform height and rotor diameter.

(3) The reference in sub-paragraph (2)(d) to the location of a wind turbine generator is a reference to the centre point of that wind turbine generator.

(4) Wind turbine generator foundation structures forming part of the authorised development must be one of the following foundation options: monopile foundation, or multileg foundation.

(5) Wind turbine generator—

(a) multileg foundations employing pin piles forming part of the authorised project must have—

(i) no more than 4 legs per foundation;

(ii) no more than 4 pin piles per foundation; and

(iii) a pin pile diameter of no greater than 4.5 metres;

(b) multileg foundations with suction bucket must have—

(i) no more than 4 legs per wind turbine generator;

(ii) a suction bucket diameter of no more than 15 metres; and

(iii) a suction bucket penetration of no more than 25 metres; and

(c) monopile foundation forming part of the authorised project must have a diameter no greater than 13.5 metres.

(6) The total volume of scour protection comprising development associated with the wind turbine generators comprising Work No.1 must be no more than 1,215,000 cubic metres with a maximum footprint of 405,000 square metres.

3.—(1) There must be no more than 3 offshore substations.

(2) The dimensions of any offshore substation must be no more than—

(a) 65 metres in height when measured from LAT and 115 metres in height with lightning protection and ancillary structures;

(b) 80 metres in length; and

(c) 50 metres in width.

(3) There must be no offshore substation located within 500 metres of the array periphery.

(4) Offshore substation foundation structures must comprise either monopile foundations or multileg foundations.

(5) Offshore substation installations with—

(a) multileg foundation employing pin piles forming part of the authorised project must have—

(i) no more than 6 legs per foundation;

(ii) no more than 12 pin piles per foundation; and

(iii) a pin pile diameter of no greater than 4.5 metres; and

(b) monopile foundation forming part of the authorised project must have a diameter no greater than 13.5 metres.

4. The total volume of scour protection comprising development associated with the offshore substations comprising Work No. 3 must be no more than 65,700 cubic metres with a maximum footprint of 21,900 square metres.

5.—(1) The total number of cable circuits must be no more than four.

(2) The total length of the cable circuits comprising Work No. 2 must be no more than 250 kilometres.

(3) The total volume of cable protection comprising development associated with Work No 2 must be no more than 175,000 cubic metres with a maximum footprint of 300,000 square metres.

(4) The number of cable crossings comprising Work No. 2 must be no more than four unless otherwise agreed with the MMO.

(5) The maximum area impacted by cable crossings must be no more than 10,000 square metres.

(6) The total volume of cable protection for cable crossings must not exceed 20,000 cubic metres (pre- and post-lay).

(7) The total length of the cable circuits comprising Work No. 3(b) must be no more than 40 kilometres.

(8) The total volume of cable protection comprising development associated with Work No 3(b) must be no more than 110,500 cubic metres with a maximum footprint of 122,000 square metres.

(9) The total length of cable circuits comprising Work Nos 3(b), 4 and 5 together must be no more than 170 kilometres.

(10) The total volume of cable protection comprising development associated with Work Nos. 4 and 5 must be no more than 470,000 cubic metres with a maximum footprint of 517,000 square metres.

Cable parameters

6.—(1) Cable circuits comprising Works Nos. 6 and 7 must be installed by means of horizontal directional drilling (HDD).

(2) There must be no more than 4 HDD drills completed for Work Nos. 6 and 7.

(3) All cable circuits and joint bays comprising Work Nos. 8, 9 and 19 must be installed in ducting underground and the land above reinstated to pre-construction ground level save for manholes and link box chambers and once constructed all joint boxes and link box chambers must be resilient to flooding.

(4) Trenchless technology must be used to install the cable circuits in the locations identified in the crossings schedule (comprising part of the code of construction practice approved pursuant to requirement 22) for the purpose of passing under a relevant obstruction.

(5) There are to be no more than 66 joint bay locations each comprising up to four joint bays.

(6) There are to be no more than 264 link boxes and no more than 264 fibre optic cable joint boxes.

Onshore substation parameters

7.—(1) The total fenced area for the substation compound (excluding access) comprising Work No. 16 must be no more than 60,000 square metres.

(2) The total area for the substation extension comprising Work No. 20 to be incorporated into the existing National Grid substation at Bolney must be no more than 6,300 square metres.

Site-specific plan for the detailed design approval of the onshore substation at Oakendene

8.—(1) No stage which includes works comprising any part of Work No. 16 and Work No. 18, together with the parts of Work No. 17 associated with those works, accesses A61 and A64 as shown on sheet 33 of the access rights of way and streets plans at Kent Street, or establishment and use of either of the compounds comprising Work No. 10 shown on sheet 33 of the onshore works plans (excluding any onshore site preparation works) must commence, only insofar as such works are included within or relate to works within that stage until—

(a) the following details of the substation (Work No.16)—

(i) siting and layout;

(ii) scale and quantum of development and its uses;

(iii) existing and proposed finished ground levels;

(iv) landscaping;

(v) access (Work No. 18); and

(vi) external appearance, form and materials for any buildings structures and other infrastructure including boundary treatment,

(b) a single comprehensive traffic management and access plan covering—

(i) the programming and routing of construction traffic along the A272 and into and out of the compounds comprising Work No. 10 shown on sheet 33 of the onshore works plans and Kent Street;

(ii) the safety of construction accesses off the A272 and Kent Street;

(iii) the safety of non-construction traffic, pedestrians, cyclists and equestrians using Kent Street;

(iv) the restriction of HGV traffic from unsuitable routes off the A272;

(v) measures to minimise the volume of construction traffic passing through the Air Quality Management Area at Cowfold;

(vi) traffic management measures in respect of any previous stage approved under this requirement; and

(c) details of vegetation removal, retention and replanting within Work Nos. 16 and 18 and along Kent Street at construction accesses A61 and A64 as shown on sheet 33 of the access rights of way and streets plans, which must be consistent with the outline landscape and ecology management plan;

have been submitted to and approved in writing by the relevant planning authority following consultation with the highway authority and West Sussex Fire and Rescue Service and works covered by the details submitted under this sub-paragraph (1) must be carried out in accordance with the approved details.

(2) Where details are approved pursuant to sub-paragraph (1) then details for—

(a) construction traffic management;

(b) accesses A61 and A64 as shown on sheet 33 of the access rights of way and streets plans;

(c) vegetation removal, retention and replanting for the part of the stage for which approval has been secured under sub-paragraph 8(1);

shall not be required to be approved under requirements 12, 13, 15 or 24 as applicable.

(3) Any details provided by the undertaker pursuant to sub-paragraph (1) must accord with the principles set out in the relevant part of the design and access statement including taking account of climate change allowances, relationship to and effect on heritage assets, must accord with the drainage arrangements approved pursuant to requirement 17, include details of any water harvesting and recycling measures and be within the Order limits.

(4) The details submitted pursuant to sub-paragraph (3) must demonstrate how the operation of Work No. 16 will secure water neutrality.

(5) To the extent comprised in Work No. 16—

(a) there must be no more than 12 buildings;

(b) the height of the main operational building and other infrastructure must be no more than 28.75 metres above ordnance datum;

(c) the maximum main building length must be no more than 70 metres;

(d) the maximum main building width must be no more than 20 metres;

(e) lightning protection masts must be no more than a height of 34.25 metres above ordnance datum; and

(f) the maximum height of any fire walls must be no more than 26.25 metres above ordnance datum.

(6) For the purposes of paragraph (4) the term ‘water neutrality’ means that the use of water in the supply area before the development of Work No. 16 is the same or lower after the development is in place in order to meet the requirements of regulation 63 of the Conservation of Habitats and Species Regulations 2017.

(7) For the purposes of paragraph (5) the term ‘building’ excludes electrical infrastructure installations.

Detailed design approval – extension to National Grid substation

9.—(1) Works comprising Work No. 20 (excluding onshore site preparation works) must not commence until details of—

(a) siting and layout;

(b) scale and quantum of development and its uses;

(c) existing and proposed finished ground levels;

(d) landscaping;

(e) access; and

(f) external appearance, form and materials for any buildings structures and other infrastructure including boundary treatment,

of the extension to the National Grid substation at Bolney have been submitted to and approved in writing by the relevant planning authority in consultation with the highway authority and Work No. 20 must be carried out in accordance with the approved details.

(2) Any details provided by the undertaker pursuant to sub-paragraph (1) must accord with the principles set out in the relevant part of the design and access statement unless otherwise agreed with the relevant planning authority, take account of climate change allowances, accord with the drainage arrangements approved pursuant to requirement 17, and be within the Order limits.

(3) To the extent comprised in Work No. 20—

(a) there must be no more than two buildings;

(b) operational buildings must be no more than no more than 12 metres in height above finished ground level;

(c) the maximum height of any associated infrastructure must be no more than 12 metres in height above finished ground level;

(d) the maximum building length must be no more than 35 metres;

(e) the maximum building width must be no more than 20 metres; and

(f) the maximum height of any other infrastructure must be no more than 12 metres.

(4) For the purposes of paragraph (3) "finished ground level" will be defined in accordance with the design and access statement.

Stages of onshore works

10.—(1) No part of the authorised project within the Order limits landward of MLWS excluding onshore site preparation works is to commence until a written programme identifying the stages of those works has been submitted to and approved by the relevant planning authorities and to the extent that it relates to works seaward of mean high water springs comprising Work No. 6 following consultation with the MMO.

(2) No onshore site preparation works is to commence until a written programme identifying the stages of those onshore site preparation works has been submitted to and approved by the relevant planning authorities and to the extent that it relates to works seaward of mean high water springs comprising Work No. 6 following consultation with the MMO.

(3) The authorised project must be implemented in stages as approved and each reference to a stage in these requirements is a reference to a stage in the programme as so approved.

Offshore Decommissioning

11. 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) of the 2004 Act(**a**) has been submitted to the Secretary of State for approval.

Provision of landscaping

12.—(1) No stage of the authorised project within the onshore Order limits may commence until for that stage a written landscape and ecology management plan and associated work programme (which accords with the relevant provisions of the outline landscape and ecology management plan and outline code of construction practice) has been submitted to and approved by the relevant planning authority following consultation with the statutory nature conservation body, Historic England (where relevant) and the Forestry Commission (where relevant).

(2) Any landscape and ecology management plan submitted under sub-paragraph (1)—

(a) may cover one or more stages of the onshore works; and

(b) may provide for the phased provision of planting within a stage.

(3) The landscape and ecology management plan for a stage which includes Work No. 16 and/or Work No. 20 (excluding for a stage comprising onshore site preparation works) is to include the relevant part of Work No. 17 and must accord with the relevant part of the design and access statement unless otherwise agreed by the relevant planning authority.

(4) Each stage specific landscape and ecology management plan must be implemented as approved.

Implementation and maintenance of landscaping

13.—(1) All landscape works must be carried out in accordance with the landscape and ecology management plan for the relevant stage approved under requirement 12 (provision of landscaping), and in accordance with the relevant recommendations of appropriate British Standards.

(2) Any tree or shrub planted as part of an approved landscape and ecology management plan that, within a period of 10 years after completion of planting for the relevant stage, is removed by the undertaker, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless otherwise approved in writing by the relevant planning authority.

Biodiversity net gain

14.—(1) No stage of the authorised project within the onshore Order limits (excluding any onshore site preparation works) may commence until—

(a) a biodiversity net gain strategy for that stage which accords with the outline biodiversity net gain information comprising Appendix 22.15 of the Environmental Statement has been approved in writing by the relevant planning authority in consultation with Natural England; and

(b) at least 70% of the total number of biodiversity units as required for that stage of the development have been secured and where appropriate proof of purchase provided in accordance with the approved biodiversity net gain strategy and to the satisfaction of the relevant planning authority in consultation with the statutory nature conservation body.

(2) The location for delivery of biodiversity units is to follow a prioritisation exercise, as described in Appendix 22.15 of the Environmental Statement, with priority given to areas inside or within close proximity to the proposed DCO limits.

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

(3) The biodiversity net gain strategy for each relevant stage must be implemented as approved.

(4) Any remaining shortfall in biodiversity units identified following detailed design will be secured prior to construction works being completed.

(5) Any biodiversity net gain strategy under sub-paragraph (1) may cover one or more stages of the onshore works.

Highway accesses outside the South Downs National Park

15.—(1) Construction of any—

(a) new operational means of access to a highway to be used by vehicular traffic;

(b) new temporary means of access to a highway to be used by vehicular traffic; or

(c) alteration, or use of an existing means of access to a highway to be used by vehicular traffic,

outside the South Downs National Park must not commence until an access plan for the relevant access has been submitted to and approved by the highway authority for the relevant highway.

(2) The access plans submitted pursuant to sub-paragraph (1) must include details of the siting, design, layout, visibility splays, access management measures and a maintenance programme relevant to the access it relates to and secure that all temporary and permanent accesses are provided to Department for Transport Design Manual for Roads and Bridges design standards or as otherwise agreed with the highway authority.

(3) The highway accesses (including visibility splays) must be constructed and maintained for the period required in accordance with the details approved pursuant to sub-paragraph (1).

Highway accesses in the South Downs National Park

16.—(1) Construction of any—

(a) new temporary means of access to a highway to be used by vehicular traffic; or

(b) alteration, or us of an existing means of access to a highway to be used by vehicular traffic,

within the South Downs National Park must not commence until written details of the siting, design, layout, visibility splays, access management (which shall be provided to Department for Transport Design Manual for Roads and Bridges design standards or as otherwise agreed with the highway authority) and a maintenance programme relevant to the access has been submitted to and approved by the highway authority for the relevant highway following consultation with South Downs National Park Authority.

(2) The highway accesses within the South Downs National Park must be constructed and maintained for the period required in accordance with the details approved pursuant to sub-paragraph (1).

Operational drainage management

17.—(1) No works to construct the onshore substation comprising Work No. 16 (excluding any onshore site preparation works) may commence until an operational drainage plan including written details of the surface and (if any) foul water drainage system (including means of pollution control) and its management during the operational life of the authorised development, in accordance with the outline operational drainage plan has been submitted to and approved by the lead local flood authority following consultation with the relevant sewerage and drainage authorities and the Environment Agency.

(2) The surface and foul water drainage system for Work No. 16 must be constructed and maintained in accordance with the approved details.

18.—(1) No works to construct the extension of the National Grid substation comprising Work No. 20 (excluding any onshore site preparation works) may commence until an operational

drainage plan including written details of the surface and (if any) foul water drainage system (including means of pollution control) and its management during the operational life of the authorised development, in accordance with the outline operational drainage plan has been submitted to and approved by the lead local flood authority following consultation with the relevant sewerage and drainage authorities and the Environment Agency.

(2) The surface and foul water drainage system for Work No. 20 must be constructed and maintained in accordance with the approved details.

Onshore Archaeology

19.—(1) No stage of the authorised project within the onshore Order limits may commence until a site-specific written scheme of archaeological investigation for that stage which must accord with the outline onshore written scheme of investigation has been submitted to and approved by the relevant planning authority following consultation with West Sussex County Council.

(2) All archaeological investigations including those carried out as part of onshore site preparation works must be carried out in accordance with the relevant written scheme of archaeological investigation approved under sub-paragraph (1).

(3) The archaeological site investigations and post investigation assessment must be completed in accordance with the programme set out in the written scheme of archaeological investigation and provision made for analysis, publication and dissemination of results and archive deposition.

(4) Any written scheme or archaeological investigation submitted under sub-paragraph (1) may cover one or more stage of the onshore works.

(5) In the event of the discovery of previously unknown archaeological remains within the onshore Order limits, their significance and suitability for preservation in situ must be assessed by field evaluation, in accordance with the outline onshore written scheme of investigation. Any archaeological remains which are demonstrably of national significance will be preserved in situ unless it is agreed by the relevant planning authority following consultation with West Sussex County Council, that either they are not suitable for preservation in situ or that preservation in situ cannot be achieved acceptably (including obtaining all necessary consents). Should archaeological remains be left in situ on any site, a site-specific archaeological management plan must be submitted to and approved in writing by the relevant planning authority following consultation with West Sussex County Council. Any further works, including removal and reinstatement, must be carried out in accordance with the approved site-specific archaeological management plan, unless otherwise approved by the relevant planning authority.

Public rights of way

20.—(1) No stage of the authorised project within the onshore Order limits may commence until a public rights of way management plan for the management of public rights of way (excluding the National Trail in the South Downs National Park) located within that stage and which accords with the outline public rights of way management plan has been submitted to and approved in writing by the highway authority following consultation with the relevant planning authority which is to include (where relevant for the stage) a programme for the temporary closure and re-opening of the public rights of way specified at Schedule 4 (public rights of way), save for the National Trail in the South Downs National Park, comprising—

(a) a plan for the sequencing of construction of the onshore works;

(b) the management of any alternative routes during the temporary closure; and

(c) the re-opening of the public rights of way upon the cessation of that part of the authorised project requiring the temporary closure of those rights of way.

(2) No stage of the authorised project within the onshore Order limits which includes the National Trail in the South Downs National Park is to commence until a public rights of way management plan for the relevant stage has been submitted to and approved in writing by the South Downs National Park Authority a programme for the temporary closure and re-opening of the National Trail within that stage, comprising—

(i) a plan for the sequencing of construction of the onshore works;

(ii) the management of any alternative routes during the temporary closure; and

(iii) the re-opening of the National Trail upon the cessation of that part of the authorised development requiring the temporary closure of the National Trail.

(3) Any public rights of way management plan submitted under sub-paragraph (1) may cover one or more stage of the onshore works.

(4) The public rights of way management plan for each stage must be implemented as approved.

(5) No stage of the onshore works may commence unless the undertaker has provided to the highway authority and the South Downs National Park Authority a rights of way and access land communication management plan, which is to include—

(a) proposals for informing the public of the start and duration of the connection works where public rights of way or the access land described in Schedule 6 (temporary suspension of public access to access land) are affected, including signage; and

(b) details of the proposed diversions and temporary closures to minimise impacts on public rights of way during construction of the connection works,

and the details provided in accordance with this sub-paragraph (5) must be implemented during the construction of the relevant stages of the onshore works to which they relate.

Open access land

21.—(1) No stage of the authorised project within which an area of access land is located may commence until an open access land management plan for that area of access land has been submitted to and approved in writing by the highway authority following consultation with the relevant planning authority as part of the public rights of way management plan for the stage within which the open access land is located pursuant to requirement 20 (public rights of way).

(2) Any open access land management plan submitted under sub-paragraph (1) may cover one or more area of open access land.

(3) Each open access land management plan submitted in accordance with sub-paragraph (1) must be implemented as approved.

Code of construction practice

22.—(1) No stage of any works landward of MLWS may commence until a detailed code of construction practice for the stage has been submitted to and approved by the relevant planning authority, following consultation with the Environment Agency, the statutory nature conservation body, the highway authority and the lead local flood authority and, to the extent that it relates to works seaward of mean high water springs comprising Work No. 6, the MMO.

(2) Any construction code of practice submitted under sub-paragraph (1) may cover one or more stage of the works landward of MLWS.

(3) All construction works landwards of MLWS must be undertaken in accordance with the relevant approved code of construction practice.

(4) The code of construction practice must accord with the outline code of construction practice and include, as appropriate to the relevant stage—

(a) arboricultural method statement and tree protection plan;

(b) construction phase drainage plan;

(c) materials management plan;

(d) site waste management plan which accords with the outline site waste management plan;

(e) soil management plan which accords with the outline soils management plan;

(f) biodiversity management plan including invasive non-native species protocol;

(g) noise and vibration management plan (construction) which accords with the outline noise and vibration management plan;

(h) air quality management plan which accords with the outline air quality management plan;

(i) emergency response plan;

(j) pollution prevention plan and pollution incident response plan;

(k) details for dealing with contaminated land and groundwater;

(l) arrangements for temporary fencing or other means of secure enclosure of the construction sites and compounds during the carrying out of the connection works and their removal on their completion;

(m) details for dealing with artificial light emissions (construction);

(n) hours of construction working; and

(o) water quality monitoring programme.

Onshore construction method statement

23.—(1) No stage of the authorised project within the Order limits landward of MLWS may commence until an onshore construction method statement for the construction of the relevant stage of the works which accords with the outline construction method statement has been submitted to and approved in writing by the relevant planning authority following consultation with the statutory nature conservation body and to the extent that it relates to works seaward of mean high water springs comprising Work No. 6, the MMO.

(2) The onshore construction method statements referred to in paragraph (1) must, as appropriate to the relevant stage—

(a) include details for the location, depth, method and process for horizontal directional drilling for the cable circuit installation works comprising Work Nos. 6 and 7 including restrictions on works above ground;

(b) restrict access within ecologically sensitive sites including Climping Beach Site of Special Scientific Interest, Littlehampton Golf Course and Atherington Beach Local Wildlife Site, Sullington Hill Local Wildlife Site and ancient woodland at Michelgrove Park and Calcot Wood;

(c) secure that the landfall construction compound comprising Work No. 8 do not exceed 120 metres x 100 metres;

(d) secure that compounds associated with horizontal directional drilling do not exceed 50 metres x 75 metres;

(e) secure appropriate burial depth for the onshore cable circuits comprising Work Nos. 9 and 19 within the relevant stage including under watercourses crossed by trenchless technology;

(f) confirm the cable construction corridor location and its width through the relevant stage including that the width through treelines and areas of woodland is narrowed to no more than 30 metres;

(g) include planned methods and processes for all crossings identified by the stage specific code of construction practice to be installed by trenchless technology; and

(h) include a protocol for restoration and reinstatement of land used temporarily for construction including provisions to secure that the construction corridor through areas of woodland, across tree lines and important hedgerows (as defined pursuant to the Hedgerow Regulations 1997) are to be reinstated and which must accord with the stage specific landscape and ecological management plan approved pursuant to requirement 12 above.

(3) Any construction method statement submitted under sub-paragraph (1) may cover one or more stage of the works landward of MLWS.

(4) Each onshore construction method statement submitted in accordance with sub-paragraph (1) must be implemented as approved.

Construction traffic management plan

24.—(1) No stage of the authorised project within the onshore Order limits landwards of MLWS may commence until written details of—

(a) a construction traffic management plan (which accords with the outline construction traffic management plan); and

(b) a construction workforce travel plan (which accords with the outline onshore construction workforce travel plan),

for the stage have each been submitted to and approved by the highway authority following consultation with the relevant planning authority.

(2) The construction traffic management plan must include, as a minimum—

(a) a routeing plan to secure that heavy goods vehicles (HGVs) used during the construction period are to avoid settlements, the Air Quality Management Area in Cowfold and the A24 through Findon wherever possible;

(b) management of junctions and crossings of the public highway; and

(c) measures for laying cable circuits in streets by either single lane control or short road closure depending on the location.

(3) Any construction traffic management plan submitted under sub-paragraph (1)(a) or construction workforce travel plan submitted under sub-paragraph (1)(b) may cover one or more stage of the onshore works.

(4) The construction traffic management plan for each stage must be implemented as approved.

(5) The onshore construction workforce travel plan for each stage must be implemented as approved.

Contamination risk

25.—(1) No construction works excluding onshore site preparation works may commence within the onshore Order limits in the localised areas identified within the preliminary risk assessment (desk study) included in chapter 25 of the environmental statement as being at risk from contamination until land contamination assessments have been undertaken for that localised area of the onshore Order limits and has been submitted to and approved by the relevant planning authority.

(2) The land contamination assessments must be carried out in accordance with the Environment Agency's Land Contamination Risk Management manual ("the LCRM") and will include the following—

(a) results of a site investigation scheme and quantitative risk assessment based on the findings of the preliminary risk assessment (desk study) to identify any site-specific assessment risks to receptors that may require a remediation strategy described in sub-paragraph (b);

(b) where unacceptable risks are identified based on the results of the site investigation and risk assessment referred to in sub-paragraph (a), a remediation strategy giving full details of the remediation measures required and how they are to be undertaken;

(c) a verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy secured by sub-paragraph (b) are complete and have been effective; and

(d) provision of a verification report in line with the verification plan referred to in sub-paragraph (c) prior to completion of the works.

(3) If, during the course of construction, previously unidentified contamination is discovered, construction must cease on that localised area of land within the onshore Order limits (unless

otherwise agreed in writing with the relevant planning authority) and the contamination reported to the relevant planning authority within 10 working days. Construction must not recommence on that localised area of land within the onshore order limits until a remediation strategy (including a verification plan) detailing how this contamination will be dealt with has been submitted to, and approved by, the relevant planning authority. The remediation strategy is to be developed in accordance with LCRM, which may include further site investigation and risk assessment, and must then be implemented as approved by the relevant planning authority.

Coastal erosion

26.—(1) No works comprising Work Nos. 6 or 7 may commence until a coastal erosion and future beach profile estimation assessment has been carried out and a scheme identifying any mitigation or adaptive management measures required to help minimise the vulnerability of this part of the Order land from future coastal erosion and tidal flooding (if required) has been submitted to and approved in writing by the Environment Agency.

(2) Any mitigation or adaptive management measures identified as part of the scheme submitted pursuant to (1) above must be implemented as approved.

Operation phase maintenance

27.—(1) The authorised development must not be brought into commercial use unless an operations and maintenance plan (OMP) for the onshore substation comprising Work No. 16 has been provided to the relevant planning authority and Natural England.

(2) The OMP provided pursuant to sub-paragraph (1) must include as a minimum—

(a) a pollution prevention plan;

(b) a pollution incident control plan; and

(c) a risk assessment for major accidents and disasters.

28.—(1) The authorised development must not be brought into commercial use unless an operations and maintenance plan (OMP) for the extension to the National Grid substation at Bolney comprising Work No. 20 has been provided to the relevant planning authority and Natural England.

(2) The OMP provided pursuant to sub-paragraph (1) must include as a minimum—

(a) a pollution prevention plan;

(b) a pollution incident control plan; and

(c) a risk assessment for major accidents and disasters.

Control of noise during operational phase

29.—(1) The onshore substation comprising Work No. 16 must not be commissioned unless an operational noise management plan (NMP) for the transmission substation has been submitted to and approved by the relevant planning authority.

(2) The NMP submitted pursuant to sub-paragraph (1) must set out the particulars of—

(a) the noise attenuation and mitigation measures to be taken to minimise noise resulting from the onshore substation, including any noise limits (subject to paragraph (3) below); and

(b) a scheme for monitoring attenuation and mitigation measures provided under sub-paragraph (a) which must include—

(i) the circumstances under which noise will be monitored;

(ii) limitations on noise levels at sensitive locations;

(iii) the locations at which noise will be monitored;

(iv) the method of noise measurement which must be in accord with the relevant British Standards or other agreed noise;

(v) measurement methodology appropriate to the circumstances); and

(vi) a complaints procedure.

(3) The NMP submitted pursuant to sub-paragraph (1) must ensure that the rating levels (noise emissions plus any character correction) from operation of the onshore substation comprising Work No. 16 will not exceed the noise levels set out in the design principles in the design and access statement.

(4) The approved NMP must be implemented throughout the operational life of the authorised development.

(5) Work No. 20 must not commence, excluding onshore site preparation works, until a plan has been submitted to the relevant planning authority which provides details of the equipment to be installed at the substation extension comprising Work No. 20 including—

(a) its operational equipment that has the potential to generate noise emissions; and

(b) characterisation of any sound and the expected frequency and duration of any such emissions to demonstrate that such emissions will not have a discernible or measurable effect in the context of the existing noise environment at the National Grid substation at Bolney.

Control of artificial light emissions during operational phase

30.—(1) Work No. 16 must not commence, excluding onshore site preparation works, until an operational light emissions management plan providing details of artificial light emissions during the operation of Work No. 16, including measures to minimise lighting pollution and the hours of lighting, in accordance with the design principles in the design and access statement, has been submitted to and approved by the relevant planning authority.

(2) The approved lighting plan must be implemented throughout the operational life of the authorised development.

31.—(1) Work No. 20 must not commence, excluding onshore site preparation works, until an operational light emissions management plan providing details of artificial light emissions during the operation of Work No. 20, including measures to minimise lighting pollution and the hours of lighting design principles in the design and access statement has been submitted to and approved by the relevant planning authority.

(2) The approved lighting plan must be implemented throughout the operational life of the authorised development.

Operational Travel Plan

32.—(1) Prior to the commencement of the operation of the authorised development an operation travel plan which must accord with the outline operational travel plan must be submitted to, and approved by, the relevant planning authority following consultation with West Sussex County Council as highway authority.

(2) The approved operation travel plan must be implemented throughout the operational life of the authorised development.

Skills and Employment Strategy

33.—(1) No works comprising the authorised development may commence, excluding onshore site preparation works, until a skills and employment strategy, in accordance with the outline skills and employment strategy, has been submitted to and approved by West Sussex County Council following consultation with the relevant planning authorities for all stages of the authorised development.

(2) The skills and employment strategy must be implemented as approved.

Construction Communication Plan

34.—(1) No stage of the authorised project landward of MLWS, excluding any onshore site preparation works, may commence until a construction communication plan in accordance with the outline construction communication plan has been provided to and approved by the relevant planning authorities.

(2) The construction communication plan must be implemented as approved throughout the construction of the authorised project within the onshore order limits.

Onshore decommissioning

35.—(1) The undertaker must notify the relevant planning authority of the permanent cessation of commercial operation of the authorised development within 28 days following the date of permanent cessation.

(2) Within six months of the cessation of commercial operation of the connection works an onshore decommissioning plan must be submitted to the relevant planning authority, in consultation with the relevant statutory nature conservation body, for approval unless otherwise agreed in writing by the relevant planning authority.

(3) The approved decommissioning plan must be implemented unless otherwise agreed in writing by the relevant planning authority, in consultation with the relevant statutory nature conservation body.

Primary Surveillance Radar Mitigation

36.—(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 Pease Pottage and any 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 must thereafter be operated fully in accordance with the approved scheme.

(3) For the purpose of sub-paragraphs (1) and (2) above—

"operator" means NATS (En Route) plc, incorporated under the Companies Act (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); 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 Pease Pottage and air traffic management operations of the Operator.

Instrument flight procedures

37.—(1) Prior to commencement of the authorised development seaward of MHWS the undertaker must provide details of the number, specification (including lightning protection) and dimensions of each wind turbine generator and its location to the Airport Operator and provide confirmation of the same to the Secretary of State.

(2) Within 21 days of providing the information specified in sub-paragraph (1) above, (or such other period as may be agreed in writing between the undertaker and the Secretary of State), the undertaker must, with any written confirmation from the Airport Operator received within that 21 day period, provide written confirmation to the Secretary of State that—

(a) none of the turbines to be installed in accordance with the information submitted pursuant to sub-paragraph (1) above would have an impact on the instrument flight procedures of Shoreham Airport; or

(b) a turbine or turbines to be installed in accordance with the details submitted pursuant to sub-paragraph (1) above or their turbine blades would have an impact on the instrument flight procedures of Shoreham Airport and that an IFP Scheme is required.

(3) There shall be no commencement of the authorised development seaward of MHWS unless and until such time as—

(a) the Secretary of State has confirmed and agreed in writing that they are satisfied that the provisions of paragraph 2(a) are met; or

(b) in the event that written notification under paragraph 2(b) is received, the Secretary of State has confirmed in writing that they are satisfied that the undertaker has put in place a binding undertaking to adequately compensate the Airport Operator for producing and securing the implementation of the IFP Scheme.

(4) If an IFP Scheme is required, no wind turbine generator or turbine blade that has been identified as having an impact on instrument flight procedures may be erected or fitted unless and until such time as the Secretary of State receives written confirmation and evidence from the undertaker that—

(a) an IFP Scheme has been approved by the Airport Operator; and

(b) the Civil Aviation Authority has evidenced its approval to the Airport Operator of the IFP Scheme (if such approval is required).

(5) For the purposes of this requirement—

"Airport Operator" means the operator of Shoreham Airport being Brighton City Airport Limited of The Terminal Building, Cecil Pashley Way, Shoreham-by-sea, West Sussex, BN43 5FF or any successor as holder of a licence under the Commission Regulation (EU) No. 139/2014 (or any successor regulation) from the Civil Aviation Authority to operate Shoreham Airport; and

"IFP Scheme" means a scheme to address the identified potential impact of certain wind turbine generators or turbine blades to be constructed on the instrument flight procedures of Shoreham Airport.

Vegetation retention and removal

38.—(1) No stage of works landward of MLWS may commence until a vegetation retention and removal plan (which accords with the outline vegetation retention and removal plan) has been submitted to and approved by the relevant planning authority.

(2) Any vegetation retention and removal plan submitted under paragraph (1) may cover one or more stage of the onshore works.

(3) The vegetation retention and removal plan for each stage must be implemented as approved.

Horsham District mitigation and enhancement

39.—(1) The authorised project must not be commenced, save in respect of onshore site preparation works, until a Horsham District mitigation and enhancement scheme in accordance with the Horsham District mitigation and enhancement principles document has been submitted to and approved by Horsham District Council.

(2) The Horsham District mitigation and enhancement scheme must set out appropriate measures to compensate for the impact of the authorised development on the landscape character in which the onshore substation is located.

(3) The Horsham District mitigation and enhancement scheme must be implemented as approved.

Public rights of way and landscape enhancement

40.—(1) The authorised project must not be commenced, save in respect of onshore site preparation works until a public rights of way and landscape enhancement scheme in accordance with the public rights of way and landscape enhancement principles document has been submitted to and approved by West Sussex County Council.

(2) The public rights of way and landscape enhancement scheme must set out appropriate measures to compensate for—

(a) the impact of the loss of hedgerows and trees during the construction of the authorised development on the use and enjoyment of the public rights of way network in West Sussex; and

(b) towards improvements to the public rights of way network affected by the construction of the authorised development within a 5km buffer zone of the onshore Order limits.

(3) The public rights of way and landscape enhancement scheme must be implemented as approved.

National Park enhancement and furtherance

41.—(1) The authorised project must not be commenced, save in respect of onshore site preparation works, until a National Park enhancement and furtherance scheme in accordance with the National Park enhancement and furtherance principles document has been submitted to and approved by South Downs National Park Authority.

(2) The National Park enhancement and furtherance scheme must set out appropriate measures to compensate for the impact of the authorised development on the South Downs National Park and seek to further the statutory purposes of the South Downs National Park as set out in section 5 of the National Parks and Access to the Countryside Act 1949.

(3) The National Park enhancement and furtherance scheme must be implemented as approved.

European protected species licence

42.—(1) No phase of the onshore works may commence until final pre-construction survey work has been carried out to establish whether a European protected species is present on any of the land affected, or likely to be affected, by that phase of the onshore works or in any of the trees to be lopped or felled as part of that phase of the onshore works.

(2) Where a European protected species is shown to be present, the relevant phase of the onshore works must not commence until, after consultation with Natural England and the relevant planning authority, a scheme of protection and mitigation measures has been submitted to and approved by the relevant planning authority or a European protected species licence granted by Natural England.

(3) The onshore works must be carried out in accordance with the approved scheme.

(4) In this requirement "European protected species" has the same meaning as in regulations 42 and 46 of the Conservation of Species and Habitats Regulations 2017. Site-specific plan for the detailed design approval of the temporary construction compounds at Washington and Climping.

43.—(1) Works to provide the temporary construction compounds comprising Work No. 10 must not commence until details of—

(a) siting and layout;

(b) scale and quantum of uses to be undertaken;

(c) existing and proposed ground levels throughout the use of the compound;

(d) access; and

(e) infrastructure including boundary treatment for the temporary construction compounds;

(f) have been submitted to and approved by the relevant planning authority following consultation with West Sussex County Council.

(2) Where details are approved pursuant to sub-paragraph (1) then details for access and egress points and visibility splays for the temporary construction compounds will not be required to be approved pursuant to requirements 15 or 24.

(3) The temporary construction compounds must be provided in accordance with the approved details.

Crossing Schedule

44.—(1) No stage of the authorised development within the Order limits landward of MLWS (excluding any onsite preparation works) may commence until a trenchless crossing plan showing the final locations and extent of each trenchless crossing in that stage and its compound has been submitted to and approved by the relevant planning authority in consultation (where relevant) with West Sussex County Council, the Environment Agency, Southern Water and the relevant statutory nature conservation body.

(2) The undertaker must submit alongside the trenchless crossing plan, detailed feasibility assessments, supported by local ground investigation data, for trenchless crossings through irreplaceable habitats, sites of special scientific interest and sensitive landscape features within South Downs National Park.

(3) The trenchless crossings in the relevant stages must be undertaken in accordance with the approved details.

Requirement for written approval

45. Where the approval, agreement or confirmation of the Secretary of State, relevant planning authority, highway authority or another person is required under a requirement, that approval, agreement or confirmation must be given in writing.

Amendments to approved details

46.—(1) With respect to any requirement which requires the authorised project to be carried out in accordance with the details approved by the relevant planning authority, highway authority or another person, the approved details must be carried out as approved unless an amendment or variation is previously agreed in writing by the relevant planning authority, highway authority or that other person in accordance with sub- paragraph (2).

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

(3) The approved details must be taken to include any amendments that may subsequently be approved in writing by the relevant determining authority or that other person.

SCHEDULE 2

Article 9

STREETS SUBJECT TO STREET WORKS

(1) Area	*(2) Street subject to street works within the Order limits*	*(3) Identifier on the access and rights of way and street plan*
Arun District	Ferry Road	Marked AA to AB on sheet 1
Arun District	Church Lane	Marked AC to AD on sheet 2
Arun District	A284 Lyminster Road	Marked AE to AF on sheet 4
Arun District	Poling Street	Marked AG to AH on sheet 6

South Downs National Park	Michelgrove Lane	Marked AI to AJ on sheets 11 and 12
Horsham District and South Downs National Park	A283 Washington Road and Storrington Road	Marked AK to AL on sheet 21
South Downs National Park	A283 Storrington Road	Marked AM to AN on sheet 21
Horsham District and South Downs National Park	A283 The Pike	Marked AO to AP on sheet 22
Horsham District and South Downs National Park	A283 The Pike	Marked AQ to AR on sheet 22
Horsham District and South Downs National Park	A283 The Pike	Marked AS to AT on sheet 23
Horsham District and South Downs National Park	A283 The Pike	Marked AU to AV on sheet 23
Horsham District	Spithandle Lane	Marked AW to AX on sheet 26
Horsham District	B2135	Marked AY to AZ on sheet 27
Horsham District	B2135	Marked BA to BB on sheet 28
Horsham District	B2116 Shermanbury Road	Marked BC to BD on sheet 29
Horsham District	B2116 Shermanbury Road	Marked BE to BF on sheet 29
Horsham District	A281	Marked BG to BH on sheet 30
Horsham District	Kent Street	Marked BI to BJ on sheet 33
Horsham District	A272	Marked BK to BL on sheet 33
Horsham District and Mid-Sussex District	Wineham Lane	Marked BM to BN on sheet 34
Horsham District and Mid-Sussex District	Wineham Lane	Marked BO to BP on sheet 34

SCHEDULE 3

Article 11

STREETS TO BE TEMPORARILY CLOSED

(1) Area	*(2) Street to be temporarily closed*	*(3) Extent of temporary closure by reference to the identifiers on the access, rights of way and streets plan*
Horsham District	B2116 Shermanbury Road	Marked BE to BF on sheet 29

SCHEDULE 4

Article 12

PUBLIC RIGHTS OF WAY

PART 1

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED

(1) Area	*(2) Public rights of way to be temporarily closed*	*(3) Extent of temporary closure by reference to the identifiers on the access, rights of way and streets plan*
Arun District	Footpath 174	From 01a to 01b shown on sheet 1
Arun District	Footpath 173	From 02a to 02b shown on sheet 1
Arun District	Footpath 168	From 03a to 03b shown on sheet 2
Arun District	Footpath 168	From 04a to 04b shown on sheet 2
Arun District	Footpath 2163/1	From 06a to 06b shown on sheet 4
Arun District	Footpath 2202/1	From 08a to 08b shown on sheet 5
Arun District	Footpath 2199	From 10a to 10b shown on sheet 6
Arun District	Footpath 2198	From 11a to 11b shown on sheet 6
Arun District	Footpath 2176	From 12a to 12b shown on sheet 7
South Downs National Park	Footpath 2190	From 13a to 13b shown on sheet 7
South Downs National Park	Footpath 2174/1	From 16a to 16b shown on sheet 8
South Downs National Park	Bridleway 2208/1	From 17a to 17b shown on sheet 11
South Downs National Park	Footpath 2260/1	From 18a to 18b shown on sheet 13
South Downs National Park	Footpath 2262	From 19a to 19b shown on sheet 13
South Downs National Park	Byway open to all traffic 2092	From 25a to 25b shown on sheets 15 to 18
South Downs National Park	Bridleway 2103	From 26a to 26b shown on sheet 16
South Downs National Park	Bridleway 2107	From 27a to 27b shown on sheet 17
South Downs National Park	Bridleway 2018	From 28a to 28b shown on sheet 17
South Downs National Park	Bridleway 2109	From 29a to 29b shown on sheet 18
Horsham District	Bridleway 2711	From 36c to 36d shown on sheet 24
Horsham District	Footpath 2520	From 41a to 41b shown on sheet 27
Horsham District	Footpath 1841	From 45a to 45b shown on sheet 29
Horsham District	Bridleway 1774	From 45c to 45d shown on sheet 30
Horsham District	Footpath 1781	From 46a to 46b shown on sheet 31
Horsham District	Footpath 1776/1	From 47a to 47b shown on sheet 31
Horsham District	Footpath 1782	From 48a to 48b shown on sheet

Horsham District	Footpath 1783		32 From 49a to 49b shown on sheet 32

PART 2

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED AND A TEMPORARY SUBSTITUTE PROVIDED

(1) Area	*(2) Public rights of way to be temporarily closed*	*(3) Extent of temporary closure by reference to the identifiers on the access, rights of way and streets plan*	*(4) Temporary public right of way to be substituted*
Arun District	Footpath 2165	05a to 05b	Along a route shown indicatively by a purple line between identifiers 05a and 05b marked T01 on sheet 4
Arun District	Bridleway 2163	07a to 07b	Along a route shown indicatively by a dotted yellow line between identifiers 07a and 07b marked T02 on sheet 5
Arun District	Footpath 2200	09a to 09b	Along a route shown indicatively by a purple line between identifiers 09a and 09b marked T03 on sheet 6
South Downs National Park	Bridleway 2188	14a to 14b	Along a route shown indicatively by a dotted yellow line between identifiers 14a and 14b marked T04 on sheet 7
South Downs National Park	Bridleway 2208	15a to 15b	Along a route shown indicatively by a dotted yellow line between identifiers 15a and 15b marked T05 on sheet 8
South Downs National Park	Bridleway 2173	20a to 20b	Along a route shown indicatively by a dotted yellow line between identifiers 20a and 20b marked T06

			on sheet 14
South Downs National Park	Bridleway 2282/1	21a to 21b	Along a route shown indicatively by a dotted yellow line between identifiers 21a and 21b marked T07 on sheet 15
South Downs National Park	Bridleway 2282/1	22a to 22b	Along a route shown indicatively by a dotted yellow line between identifiers 22a and 24a marked T08 where it will join restricted bridleway 2092 or its diversion shown indicatively by a dotted yellow line marked T09 on sheets 15 and 19
South Downs National Park	Restricted byway 2092 (comprising part of the South Downs Way)	23a to 23b	Along a route shown indicatively by a dotted yellow line between identifiers 23a and 23b marked T09 on sheet 19
South Downs National Park	Restricted byway 2693 (comprising part of the South Downs Way)	30a to 30b	Along restricted byway 2092 and then via a route shown indicatively by a dotted yellow line between identifiers 30b and 25a marked T10 on sheets 15 and 19
South Downs National Park	Bridleway 2665	31a to 31b	Along a route shown indicatively by a dotted yellow line between identifiers 31a and 31b marked T11 on sheet 21
South Downs National Park	Bridleway 2697	32a to 32b	Along a route shown indicatively by a dotted yellow line between identifiers 32a and 32b marked T11a on sheet 21
Horsham District	Footpath 2701	33a to 33b	Along a route shown indicatively by a purple line

			between identifiers 33a and 33b marked T12 on sheet 22
South Downs National Park	Bridleway 2703	34a to 34b	Along a route shown indicatively by a dotted yellow line between identifiers 34a and 34b marked T13 on sheet 22
Horsham District	Footpath 2710	35a to 35b	Along a route shown indicatively by a dotted yellow line between identifiers 35a and 35b marked T14 on sheet 23
Horsham District	Bridleway 2711	36a to 36b	Along a route shown indicatively by a dotted yellow line between identifiers 36a and 36b marked T15 on sheet 24
Horsham District	Footpath 2514	37a to 37b	Along a route shown indicatively by a dotted yellow line between identifiers 37a and 37b marked T16 on sheet 24
Horsham District	Bridleway 2594	38a to 38b	Along a route shown indicatively by a dotted yellow line between identifiers 38a and 38b marked T17 on sheet 25
Horsham District	Bridleway 2589/1	39a to 39b	Diverted in part along a route shown indicatively by a dotted yellow line between identifiers 39a and 39b marked T18 on sheet 25
Horsham District	Footpath 2519	40a to 40b	Along a route shown indicatively by a dotted yellow line between identifiers 40a and 40b marked T19 on sheet 27
Horsham District	Footpath 2372	42a to 42b	Along a route shown indicatively by a dotted yellow

			line between identifiers 42a and 42b marked T20 on sheet 28
Horsham District	Bridleway 3514	43a to 43b	Along a route shown indicatively by a dotted yellow line between identifiers 43a and 43b marked T21 on sheet 28
Horsham District	Footpath 2374	44a to 44b	Along a route shown indicatively by a dotted yellow line between identifiers 44a and 44b marked T22 on sheet 28
Horsham District	Bridleway 1730	50a to 50b	Along route shown indicatively by a dotted yellow line between identifiers 50a and 50b marked T27 on sheet 33
Horsham District	Footpath 1787	51a to 51b	Along a route shown indicatively by a dotted yellow line between identifiers 51a and 51b marked T23 on sheet 33
Horsham District	Footpath 1786	52a to 52b	Along a route shown indicatively by a purple line between identifiers 52a and 52b marked T24 on sheet 33
Horsham District	Footpath 1789	53a to 53b	Along a route shown indicatively by a dotted yellow line between identifiers 53a and 53b marked T25 on sheet 33
Mid-Sussex District	Footpath 36B/1T	54a to 54b	Along a route shown indicatively by a dotted yellow line between identifiers 54a and 54b marked T26 on sheet 34

PART 3

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED AND A TEMPORARY SUBSTITUTE TO BE AGREED

(1) Area	*(2) Public rights of way to be temporarily closed*	*(3) Extent of temporary closure by reference to the identifiers on the access, rights of way and streets plan*
Arun District Horsham District and South Downs National Park	Restricted byway 2092 (comprising part of the South Downs Way)	23a to 24b shown on sheets 15 and 19
Arun District Horsham District	Restricted byway 2693	301 to 30b shown on sheets 15 and 19
Horsham District	Bridleway 3514 (comprising part of the National Cycle Network)	43a to 43b shown on sheet 28

SCHEDULE 5

Article 13

ACCESS TO WORKS

(1) Area and location of access	*(2) Description of access by reference to the identifiers on the access, rights of way and streets plan*
Arun District	Marked A-01 on sheet 1
Arun District	Marked A-02 on sheet 1
Arun District	Marked A-03 on sheet 1
Arun District	Marked A-04 on sheet 1
Arun District	Marked A-05 on sheet 2
Arun District	Marked A-06 on sheet 2
Arun District	Marked A-08 on sheet 2
Arun District	Marked A-09 on sheet 2
Arun District	Marked A-10 on sheet 3
Arun District	Marked A-11 on sheet 4
Arun District	Marked A-12 on sheet 4
Arun District	Marked A-13 on sheet 4
Arun District	Marked A-14 on sheet 4
Arun District	Marked A-15 on sheet 5
Arun District	Marked A-16 on sheet 5
Arun District	Marked A-17 on sheet 6
Arun District	Marked A-18 on sheet 6
Arun District	Marked A-20 on sheet 7
South Downs National Park	Marked A-21 on sheet 7
South Downs National Park	Marked A-22 on sheet 7
South Downs National Park	Marked A-23 on sheet 7
South Downs National Park	Marked A-24 on sheet 7
South Downs National Park	Marked A-25 on sheet 9
South Downs National Park	Marked A-26 on sheet 12
South Downs National Park	Marked A-27 on sheet 13
South Downs National Park	Marked A-28 on sheet 16
South Downs National Park	Marked A-29 on sheet 17

South Downs National Park	Marked A-30 on sheet 19
South Downs National Park	Marked A-31 on sheet 20
Horsham District and South Downs National Park	Marked A-32 on sheet 21
Horsham District and South Downs National Park	Marked A-33 on sheet 21
Horsham District and South Downs National Park	Marked A-34 on sheet 21
Horsham District and South Downs National Park	Marked A-35 on sheet 21
South Downs National Park	Marked A-36 on sheet 21
South Downs National Park	Marked A-37 on sheet 22
South Downs National Park	Marked A-38 on sheet 22
Horsham District	Marked A-39 on sheet 22
Horsham District and South Downs National Park	Marked A-40 on sheet 22
Horsham District and South Downs National Park	Marked A-41 on sheet 23
Horsham District	Marked A-42 on sheet 23
Horsham District	Marked A-43 on sheet 24
Horsham District	Marked A-43a on sheet 24
Horsham District	Marked A-43b on sheet 24
Horsham District	Marked A-44 on sheet 24
Horsham District	Marked A-45 on sheet 25
Horsham District	Marked A-46 on sheet 25
Horsham District	Marked A-47 on sheet 26
Horsham District	Marked A-48 on sheet 27
Horsham District	Marked A-49 on sheet 27
Horsham District	Marked A-50 on sheet 28
Horsham District	Marked A-50a on sheet 28
Horsham District	Marked A-50b on sheet 28
Horsham District	Marked A-51 on sheet 28
Horsham District	Marked A-52 on sheet 29
Horsham District	Marked A-53 on sheet 29
Horsham District	Marked A-54 on sheet 29
Horsham District	Marked A-55 on sheet 29
Horsham District	Marked A-56 on sheet 30
Horsham District	Marked A-57 on sheet 30
Horsham District	Marked A-57 on sheet 30
Horsham District	Marked A-58 on sheet 31
Horsham District	Marked A-59 on sheet 32
Horsham District	Marked A-60 on sheet 32
Horsham District	Marked A-61 on sheet 33
Horsham District	Marked A-62 on sheet 33
Horsham District	Marked A-63 on sheet 33
Horsham District	Marked A-64 on sheet 33
Horsham District	Marked A-65 on sheet 34
Horsham District	Marked A-66 on sheet 34
Mid-Sussex District	Marked A-67 on sheet 34
Mid-Sussex District	Marked A-68 on sheet 34
Mid-Sussex District	Marked A-69 on sheet 34

SCHEDULE 6

Article 21

TEMPORARY SUSPENSION OF PUBLIC ACCESS TO ACCESS LAND

(1) Area	*(2) Area subject to temporary suspension of public access*
Horsham District and South Downs National Park	Area shaded orange and marked OAL1 shown on the open access land plan within the Order limits.
Horsham District	Area shaded orange and marked OAL2 shown on the open access land plan within the Order limits.

SCHEDULE 7

Article 24

ACQUISITION OF NEW RIGHTS AND IMPOSITION OF RESTRICTIVE COVENANTS ONLY

(1) Number of land shown on land plans onshore	*(2) Purpose for which rights may be acquired and restrictive covenants may be imposed*
1a/1, 1a/2, 1b/1, 1b/2, 1b/3, 1b/4, 1b/5, 1b/6, 1/1, 1/2, 1/3, 1/4	**Underground Cable Connection Rights** All rights necessary for the purposes of the construction, installation, retention, operation, maintenance and decommissioning of the authorised development comprising Work Nos. 5 and 6, including to— (a) lay down, install, construct, string out, erect, adjust, alter, retain, operate, use, maintain, repair, renew, upgrade, inspect, remove and replace electricity cable circuits in, under, over and/or on the land, or seabed or in ducts beneath the land or seabed (including the removal of materials including spoil) to connect offshore cable circuits to onshore cable circuits, together with such telemetry and fibre-optic lines, ducting and other apparatus, equipment and protection measures ancillary to the purposes of transmitting electricity along such electricity cables (collectively referred to as the "underground connection cables"); (b) effect access to offshore apparatus and carry out works for the purposes of the construction, installation, operation, maintenance and decommissioning of the parts of the authorised project that communicate between the onshore and offshore elements of the authorised project;

(c) install, retain, connect, maintain and use apparatus to connect onshore transmission apparatus to offshore transmission apparatus;

(d) benefit from continuous vertical and lateral support for the authorised development;

(e) retain and use or permit the cables to transmit and distribute any matters or thing the transmission of which is not prohibited by law through, to and from the land;

(f) remove vegetation which now or hereafter may be standing on the land or other land which would, if not removed, obstruct or interfere with the working of the cables;

(g) excavate materials below ground or sea bed 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;

(h) store and stockpile soil, materials and equipment (including excavated material);

(i) place and use plant, machinery, equipment, structures and temporary structures on the sea bed for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal and replacing of the cables;

(j) make such investigations in, on or under the land including the sea bed as required, including archaeological investigations;

(k) lay down, install, construct, adjust, alter, re-lay, replace, retain, maintain, protect and remove pipes, cables, conduits or other utility apparatus (including the pipes, cables or conduits or other apparatus of statutory undertakers);

(l) carry out horizontal directional drilling or any other trenchless method of installing the cables and associated cable ducts, the effects of which are within those assessed in the environmental statement, including crossing beneath sea defences including

walls and groynes, and to create, use and remove drilling launch and exit pits;

(m) carry out such works required by the Order, 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 (which for the avoidance of doubt includes newts);

(n) lay down, install, use, retain, maintain and inspect 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;

(o) remove any works carried out and reinstate the sea bed thereafter; and

(p) such other rights as may be necessary to facilitate any onshore and offshore Further Works, as defined in Schedule 1 to the Order, that may be required.

1a/1, 1a/2, 1b/1, 1b/2, 1b/3, 1b/4, 1b/5, 1b/6, 1/1, 1/2, 1/3, 1/4	**Underground Cable Connection Restrictive Covenant** A restrictive covenant over the land for the benefit of the remainder of the Order land to— (a) prevent anything to be done by way of excavation of any kind exceeding 0.3 metres in depth from the surface of the sea bed or land or any activities which increase or decrease sea bed or land cover or change the composition of the sea bed or land in any manner whatsoever, without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed, if the proposed activity would not cause damage to the relevant part of the authorised development nor make it materially more difficult to access or maintain the authorised development, with such consent being subject to such reasonable conditions as the undertaker may require); (b) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for the authorised development; and (c) prevent anything being done in or on the land or any part thereof which will,

or which the owner can reasonably foresee may, interfere with the exercise of the other rights set out in this Schedule, or the use of the authorised development or in any way render the authorised development or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.

1/5, 1/6, 1/7, 1/8, 1/16

Onshore Connection Rights

All rights necessary for the purposes of the construction, installation, retention, operation, maintenance and decommissioning of the authorised development comprising Work No. 7, including to—

(a) lay down, install, construct, erect, adjust, alter, retain, operate, use, maintain, repair, renew, upgrade, inspect, remove and replace electricity cable circuits and associated cable ducts in, under, over and/or on the land (including the removal of materials including spoil) to connect offshore cable circuits to onshore cable circuits, together with such telemetry and fibre-optic lines, ducting, cable markers and other apparatus, equipment and protection measures ancillary to the purposes of transmitting electricity along such electricity cables (collectively referred to as the "onshore connection cables");

(b) adjust, alter, remove, replace, create, retain and use tunnels under sea defences including walls and groynes;

(c) effect access to offshore apparatus and carry out works for the purposes of the construction, installation, retention, operation, maintenance and decommissioning of the parts of the authorised project that communicate between the onshore and offshore elements of the authorised project;

(d) install, retain, connect, maintain and use apparatus to connect onshore transmission apparatus to offshore transmission apparatus;

(e) enter, be on, 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;

(f) benefit from continuous vertical and

lateral support for the authorised development;

(g) retain and use or permit the cables to transmit and distribute any matters or thing the transmission of which is not prohibited by law through, to and from the land;

(h) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and personnel, including creating, using and removing haul roads;

(i) place and use plant, machinery, equipment, 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;

(j) erect, use and remove fencing, gates, walls, barriers or other means of enclosure, and create use and remove secure working areas and compounds including trenchless installation technique compounds and working areas;

(k) construct, lay down, use and remove temporary access roads including any necessary temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out;

(l) effect access to the highway;

(m) make such investigations in, on or under the land as required, including archaeological investigations;

(n) install, retain and maintain cable marker posts to identify the location of the cables (subject to an obligation to minimise interference with future use and operations within the land);

(o) fell, lop, cut, coppice, uproot or remove trees, hedges, shrubs or other vegetation which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed obstruct or interfere with the working of the cables;

(p) remove and discharge water from the land and to lay down, install, construct, create, adjust, alter, use, retain, maintain, repair, renew, upgrade, refurbish, reconstruct, improve, inspect,

cleanse, remove and protect pre- and post-development drainage schemes on the land or reinstate or modify the existing land drainage scheme on the land and thereafter cleanse and maintain, alter, adjust, replace, improve or extend culverts;

(q) lay down, install, construct, adjust, alter, re-lay, replace, retain, maintain, protect and remove pipes, cables, conduits or other utility apparatus (including the pipes, cables or conduits or other apparatus of statutory undertakers);

(r) remove fences within the land during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instating of the original fences following the exercise of the rights);

(s) 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 o removal of archaeological remains as may be required by any written scheme of investigation approved under this Order;

(t) store and stockpile soil, materials and equipment (including excavated material);

(u) carry out horizontal directional drilling or any other trenchless method of installing the cables and associated cable ducts, the effects of which are within those assessed in the environmental statement;

(v) lay out, use and remove temporary paths for public use;

(w) carry out, install, execute, implement, retain, repair, improve, renew, relocate, maintain and protect landscaping, environmental or ecological mitigation or enhancement works or measures;

(x) carry out such works (together with associated fencing) required by the Order, 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 (which for the

	avoidance of doubt includes newts); (y) lay down, install, retain, use, maintain and inspect 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; (z) remove any works carried out and reinstate the land thereafter, including planting and replanting any trees, hedges, shrubs or other vegetation; and (aa) such other rights as may be necessary to facilitate any onshore Further Works as defined in Schedule 1 to the Order, that may be required.
1/9, 1/17	**Transition Joint Bay Rights** All rights necessary for the purposes of the construction, installation, retention, operation, maintenance and decommissioning of the authorised development comprising Work No. 8, including to— (a) create, use and remove drilling launch and exit pits; and (b) erect, install, adjust, alter, retain, operate, use, maintain, repair, renew, upgrade, inspect, protect, remove and replace transition joint bays (including the removal of materials including spoil).
1/9, 1/10, 1/17, 1/18, 1/21, 1/24, 2/2, 2/3, 2/4, 2/24, 2/25, 2/26, 2/33, 2/34, 3/1, 3/2, ¾, 3/5, 3/8, 3/9, 3/13, 3/14, 3/23, 3/24, 3/25, 3/26, 4/1, 4/2, 4/5, 4/6, 4/14, 4/15, 4/16, 4/22, 4/24, 5/1, 5/6, 5/7, 5/8, 5/9, 5/10, 5/11, 5/12, 5/13, 5/14, 6/1, 6/2, 6/3, 6/4, 6/5, 6/6, 7/1, 7/4, 7/5, 7/6, 7/12, 7/13, 7/23, 7/24, 7/25, 7/30, 8/1, 8/2, 8/3, 8/4, 10/1, 10/2, 10/3, 10/4, 11/1, 11/2, 11/3, 11/4, 11/5, 11/6, 13/1, 13/2, 13/3, 13/4, 13/5, 14/1, 14/3, 14/6, 15/1, 15/2, 19/1, 19/2, 20/1, 20/2, 20/3, 20/4, 20/5, 20/6, 20/7, 20/8, 21/1, 21/22, 21/24, 21/39, 21/42, 21/43, 21/44, 22/1, 22/2, 22/3, 22/4, 22/5, 22/6, 22/7, 22/8, 22/9, 22/10, 22/11, 22/12, 22/13, 22/14, 22/18, 22/22, 22/23, 22/24, 22/25, 22/27, 22/30, 23/1, 23/2, 23/7, 23/8, 23/9, 23/16, 23/17, 23/18, 23/19, 23/20, 23/21, 24/1, 24/2, 24/10, 24/11, 24/12, 24/15, 24/17, 25/1, 25/2, 25/6, 25/11, 25/12, 25/13, 26/1, 26/2, 26/3, 26/11, 26/12, 26/13, 26/14, 26/15, 27/1, 27/15, 27/16, 27/27, 27/28, 28/1, 28/2, 28/25, 28/26, 29/1, 29/2, 29/8, 29/9, 29/17, 29/18, 29/19, 29/22, 29/23, 30/1, 30/2, 30/3, 30/4, 30/5, 30/7, 30/12, 20/13,	**Cable Rights** All rights necessary for the purposes of the construction, installation, retention, operation, maintenance and decommissioning of the authorised development comprising Work Nos. 8, 9 and 19, including to— (a) lay down, install, construct, string out, erect, adjust, alter, retain, operate, use, maintain, repair, renew, upgrade, inspect, remove and replace 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, chambers, manholes, manhole covers, cable marker posts and other apparatus, equipment and protection measures ancillary to the purposes of transmitting electricity along such electricity cables (collectively referred to as "the cables");

30/14, 31/1, 31/4, 32/1, 32/2, 32/3, 32/7, 32/8, 32/11, 32/15, 32/16, 33/1, 33/23, 33/24, 33/26, 33/27, 33/28, 34/1, 34/2, 34/3, 34/4, 34/5, 34/16, 34/17, 34/18, 34/19, 34/20, 34/21, 34/22, 34/23, 34/24, 34/25, 34/26

(b) enter, be on, 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) benefit from continuous vertical and lateral support for the authorised development;

(d) retain and use or permit the cables to transmit and distribute any matters or thing the transmission of which is not prohibited by law through, to and from the land;

(e) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and personnel, including creating, using and removing haul roads;

(f) construct and install and thereafter use the land for all necessary purposes for the commissioning, construction, repair, testing, maintenance and decommissioning of the cables and any electric cables in, on or under other land including (but not limited to) the following—

(i) creation and use of facilities, and carrying out activities in connection with the cables or other work carried out in accordance with the rights;

(ii) installation and use of portakabins/portaloos;

(iii) storage of plant and equipment;

(iv) creation and use of construction compounds and consolidation sites; and

(v) installation and use of additional service lines or cables;

(g) place and use plant, machinery, equipment, 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;

(h) erect, use and remove fencing, gates, walls, barriers or other means of enclosure, and create, use and remove secure working areas and compounds including trenchless installation technique compounds and working

areas;

(i) construct, lay down, use and remove temporary access roads including any necessary temporary bridging culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out;

(j) effect access to the highway;

(k) make such investigations in, on or under the land as required, including archaeological investigations;

(l) install, retain and maintain cable marker posts to identify the location of the cables (subject to an obligation to minimise interference with future use and operations within the land);

(m) fell, lop, cut, coppice, uproot or remove trees, hedges, shrubs or other vegetation which now or hereafter may be standing on the land or other land which would if not felled, lopped, cut or removed obstruct or interfere with the working of the cables;

(n) remove and discharge water from the land and to lay down, install, construct, create, adjust, alter, use, retain, maintain, repair, renew, upgrade, refurbish, reconstruct, improve, inspect, cleanse, remove and protect pre- and post-development drainage schemes on the land or reinstate or modify the existing land drainage scheme on the land and thereafter cleanse and maintain, alter, adjust, replace, improve or extend culverts;

(o) lay down, install, construct, adjust, alter, re-lay, replace, retain, maintain, protect and remove pipes, cables, conduits or other utility apparatus (including the pipes, cables or conduits or other apparatus of statutory undertakers);

(p) remove fences within the land during any period during which construction, maintenances, repair or renewal or decommissioning is being carried out (subject to erection of any temporary stock-proof fencing as is reasonably required and the re-instating of the original fences following the exercise of the rights);

(q) store and stockpile soil, materials and equipment (including excavated

material);

(r) 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;

(s) carry out open cut trenching or horizontal directional drilling or any other trenchless method of installing the cables the effects of which are within those assessed in the environmental statement, and create, use and remove launch and exit pits and associated cable ducts;

(t) lay out, use and remove temporary paths for public use;

(u) carry out, install, execute, implement, retain, repair, improve, renew, relocate, maintain and protect landscaping, environmental or ecological mitigation or enhancement works or measures;

(v) carry out such works (together with associated fencing) required by the Order, 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 (which for the avoidance of doubt includes newts);

(w) lay down, install, retain, use, maintain and inspect 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;

(x) remove any works carried out and reinstate the land thereafter, including planting and replanting any trees, hedges, shrubs or other vegetation; and

(y) such other rights as may be necessary to facilitate any onshore Further Works as defined in Schedule 1 to the Order, that may be required.

1/5, 1/6, 1/7, 1/8, 1/9, 1/10, 1/16, 1/17, 1/18, 1/21, 1/24, 2/2, 2/3, 2/4, 2/24, 2/25, 2/26, 2/33, 2/34, 3/1, 3/2, ¾, 3/5, 3/8, 3/9, 3/13, 3/14, 3/23, 3/24, 3/25, 3/26, 4/1, 4/2, 4/5, 4/6, 4/14, 4/15, 4/16, 4/22, 4/24, 5/1, 5/6, 5/7, 5/8, 5/9, 5/10, 5/11, 5/12, 5/13, 5/14, 6/1, 6/2, 6/3, 6/4, 6/5,

Cable Restrictive Covenant

A restrictive covenant over the land for the benefit of the remainder of the Order land to—

(a) prevent anything being done in or on

6/6, 7/1, 7/4, 7/5, 7/6, 7/12, 7/13, 7/23, 7/24, 7/25, 7/30, 8/1, 8/2, 8/3, 8/4, 10/1, 10/2, 10/3, 10/4, 11/1, 11/2, 11/3, 11/4, 11/5, 11/6, 13/1, 13/2, 13/3, 13/4, 13/5, 14/1, 14/3, 14/6, 15/1, 15/2, 19/1, 19/2, 20/1, 20/2, 20/3, 20/4, 20/5, 20/6, 20/7, 20/8, 21/1, 21/22, 21/24, 21/39, 21/42, 21/43, 21/44, 22/1, 22/2, 22/3, 22/4, 22/5, 22/6, 22/7, 22/8, 22/9, 22/10, 22/11, 22/12, 22/13, 22/14, 22/18, 22/22, 22/23, 22/24, 22/25, 22/27, 22/30, 23/1, 23/2, 23/7, 23/8, 23/9, 23/16, 23/17, 23/18, 23/19, 23/20, 23/21, 24/1, 24/2, 24/10, 24/11, 24/12, 24/15, 24/17, 25/1, 25/2, 25/6, 25/11, 25/12, 25/13, 26/1, 26/2, 26/3, 26/11, 26/12, 26/13, 26/14, 26/15, 27/1, 27/15, 27/16, 27/27, 27/28, 28/1, 28/2, 28/25, 28/26, 29/1, 29/2, 29/8, 29/9, 29/17, 29/18, 29/19, 29/22, 29/23, 30/1, 30/2, 30/3, 30/4, 30/5, 30/7, 30/12, 30/13, 30/14, 31/1, 31/4, 32/1, 32/2, 32/3, 32/7, 32/8, 32/11, 32/15, 32/16, 33/1, 33/23, 33/24, 33/26, 33/27, 33/28, 34/1, 34/2, 34/3, 34/4, 34/5, 34/16, 34/17, 34/18, 34/19, 34/20, 34/21, 34/22, 34/23, 34/24, 34/25, 34/26

the land or any part thereof for the purpose of—

(i) the erection of any buildings; or

(ii) the construction, erection or works of any kind requiring foundations, footings or other supporting structures,

without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed building, erection, construction or works would not cause damage to the relevant part of the authorised development nor make it materially more difficult to access or maintain the authorised development);

(b) prevent anything to be 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 the relevant part of the authorised development nor make it materially more difficult to access or maintain the authorised development) provided that the undertaker acknowledges that—

(i) the laying of new hard core access tracks does not require the consent of the undertaker where no manhole, access chamber or other access point serving the authorised development is located on the surface of the land; and

(ii) the maintenance or repair of pre-existing hard surfacing, hard core surfaces or tracks with the same or equivalent surface or material does not require the consent of the undertaker where no manhole, access chamber or other access point serving the authorised development is located on the surface of the land;

(c) prevent anything to be done by way of excavation of any kind or agricultural practices exceeding 0.9 metres in depth from—

(i) the surface of the land;

(ii) the true cleaned bottom of the open drain, ditch, watercourse or river; or

(iii) any activities which increase or decrease ground cover or soil levels or change the composition of the land in any manner whatsoever,

without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed activity would not cause damage to the relevant part of the authorised development nor make it materially more difficult to access or maintain the authorised development, with such consent being subject to such reasonable conditions as the undertaker may require);

(d) 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 development nor make it materially more difficult to maintain or to access the relevant part of the authorised development) provided that the growing within the land of any pre-existing trees, shrubs or underwood do not require the consent of the undertaker;

(e) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for the authorised development;

(f) 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 including any ploughing or grazing, during the period within which the undertaker is bound by any consent to maintain that ecological mitigation areas or areas of habitat creation, without the prior written consent of the undertaker; and

(g) prevent anything being done in or on the land or any part thereof which will, or which the owner can reasonably foresee may, interfere with the exercise of the other rights set out in this Schedule, or the use of the authorised

development or in any way render the authorised development or any part thereof in breach of any statute or regulation for the time being in force and applicable thereto.

1/11, 1/12, 1/13, 1/14, 1/15, 2/6, 2/7, 2/21, 2/22, 2/23, 2/28, 2/29, 2/30, 2/31, 2/32, 3/15, 3/16, 3/17, 3/18, 3/19, 3/20, 3/21, 3/22, 4/9, 7/26, 7/27, 7/28, 7/29, 7/31, 7/32, 7/33, 7/34, 7/35, 9/1, 9/2, 9/3, 10/5, 10/6, 12/12, 12/13, 12/14, 13/6, 13/7, 13/8, 14/2, 14/4, 14/5, 17/3, 17/4, 17/5, 17/6, 17/7, 17/8, 17/9, 17/10, 18/3, 18/7, 19/3, 19/4, 19/5, 19/6, 19/7, 19/8, 19/9, 19/10, 19/11, 20/9, 20/10, 20/11, 20/12, 20/13, 20/14, 20/15, 21/2, 21/3, 21/4, 21/5, 21/6, 21/7, 21/8, 21/9, 21/23, 21/25, 21/26, 21/27, 21/28, 21/29, 21/40, 21/41, 22/34, 22/35, 24/3, 24/4, 24/13, 24/14, 24/16, 25/3, 25/4, 25/5, 26/4, 26/6, 27/2, 28/6, 28/16, 28/17, 28/18, 28/19, 28/20, 28/21, 28/22, 28/23, 28/24, 29/10, 29/11, 29/12, 29/13, 29/20, 29/21, 31/5, 31/6, 31/7, 31/8, 31/9, 31/10, 31/11, 31/12, 31/13, 31/14, 31/15, 32/4, 32/5, 32/6, 32/9, 32/10, 32/12, 32/13, 32/14, 33/29, 34/9, 34/10, 34/11, 34/12, 34/13, 34/14, 34/40

Operational Access Rights

All rights necessary for the purposes of the operation, maintenance and decommissioning of the authorised development, including to—

(a) pass and re-pass with or without vehicles, plant, machinery, apparatus, personnel, equipment and materials;

(b) make such investigations in, on or under the land as are necessary for the purpose of enabling the right to pass and re-pass;

(c) enter, be on, and break up the surface of, the land;

(d) upgrade, surface, resurface, use and repair the land for the purposes of enabling the right to pass and re-pass to adjoining land, including creating visibility splays;

(e) erect, use, repair and remove temporary bridges and supporting or protective structures for the purposes of gaining access to adjoining land;

(f) remove and discharge water from the land and to lay down, install, construct, create, adjust, alter, use, retain, maintain, repair, renew, upgrade, refurbish, reconstruct, improve, inspect, cleanse, remove, and protect drainage schemes and associated management measures on the land;

(g) fell, lop, cut, coppice, uproot and remove trees, hedges, shrubs or other vegetation 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;

(h) erect, repair and remove temporary fencing and reinstate the land thereafter;

(i) remove any works carried out to facilitate the right to pass and re-pass and reinstate the land thereafter, including planting and replanting any trees, hedges, shrubs or other vegetation; and

(j) such other rights as may be necessary to facilitate any onshore Further Works, as defined in Schedule 1 to the Order,

	that may be required.
2/5, 2/8, 2/12, 2/13, 2/14, 2/38, 2/39, 2/40, 2/41, 2/42, 3/6, 4/3, 4/4, 4/7, 4/23, 4/25, 4/26, 5/2, 5/3, 5/4, 5/5, 7/2, 7/3, 7/36, 11/7, 11/8, 11/9, 11/10, 11/11, 11/12, 11/13, 12/1, 12/4, 12/5, 12/9, 15/3, 17/1, 18/1, 18/2, 18/8, 18/9, 21/10, 23/3, 23/4, 24/5, 24/6, 25/7, 25/8, 25/9, 25/10, 26/5, 26/7, 27/3, 27/7, 27/10, 27/17, 27/18, 27/19, 27/20, 27/21, 27/22, 27/23, 27/24, 27/25, 27/26, 28/4, 28/7, 28/10, 28/12, 29/4, 29/5, 29/6, 29/7, 30/11, 30/15, 31/2, 31/3, 33/2, 33/3, 33/18, 33/19, 33/20, 33/25	**Construction and Operational Access Rights** All rights necessary for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised development, including to— (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, personnel, equipment and materials; (b) make such investigations in, on or under the land as are necessary for the purpose of enabling the right to pass and re-pass; (c) enter, be on, and break up the surface of, the land; (d) upgrade, surface, resurface, use and repair the land for the purposes of enabling the right to pass and re-pass to adjoining land, including creating visibility splays; (e) erect, use, repair and remove temporary bridges and supporting or protective structures for the purposes of gaining access to adjoining land; (f) remove and discharge water from the land and to lay down, install, construct, create, adjust, alter, use, retain, maintain, repair, renew, upgrade, refurbish, reconstruct, improve, inspect, cleanse, remove and protect drainage schemes and associated management measures on the land; (g) fell, lop, cut, coppice, uproot and remove trees, hedges, shrubs or other vegetation 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; (h) erect, repair and remove temporary fencing and reinstate the land thereafter; (i) remove any works carried out to facilitate the right to pass and re-pass and reinstate the land thereafter, including planting and replanting any trees, hedges, shrubs or other vegetation; and (j) such other rights as may be necessary to facilitate any onshore Further Works, as defined in Schedule 1 to the Order, that may be required.
33/15, 33/17	**Onshore Substation Access Road Rights**

All rights necessary for the purposes of the construction, installation, retention, operation, maintenance and decommissioning of the authorised development comprising Work No.18, including to—

(a) pass and re-pass with or without vehicles, plant, machinery, apparatus, personnel, equipment and materials;

(b) make such investigations in, on or under the land as are necessary for the purpose of creating an access road;

(c) enter, be on, and break up the surface of the land;

(d) lay-down, surface, resurface, retain, use, repair, upgrade and remove an access road for the purposes of enabling the right to pass and re-pass, including creating visibility splays;

(e) remove and discharge water from the land and to lay down, install, construct, create, adjust, alter, use, retain, maintain, repair, renew, upgrade, refurbish, reconstruct, improve, inspect, cleanse, remove, and protect drainage schemes and associated management measures on the land;

(f) fell, lop, cut, coppice, uproot and remove trees, hedges, shrubs or other vegetation which now or hereafter may be present on the land for the purpose of enabling the creation and use of an access road and the right to pass and re-pass;

(g) erect, repair, operate, retain, replace and remove fencing, gates, barriers or other such security measures and equipment;

(h) effect access to the highway;

(i) remove the access road and any ancillary works carried out to facilitate the right to pass and re-pass and reinstate the land thereafter, including planting and replanting any trees, hedges, shrubs or other vegetation;

(j) lay down, install, construct, adjust, alter, re-lay, replace, retain, maintain, protect and remove pipes, cables, conduits or other utility apparatus (including the pipes, cables or conduits or other apparatus of statutory undertakers);

(k) benefit from continuous vertical and lateral support for the access road;

(l) prevent anything being done in, on or under the land which will, or which the owner can reasonably foresee may, interfere with the exercise of the rights set out in (a) to (k) above; and

(m) such other rights as may be necessary to facilitate any Further Works, as defined in Schedule 1 to the Order, as may be required.

33/10, 33/11, 33/14, 33/15, 33/16, 33/17, 33/30, 34/26, 34/27

Landscape and Environmental Mitigation Rights

All rights necessary for the purposes of the construction, installation, retention, operation, maintenance and decommissioning of the authorised development comprising Work No. 17, including to—

(a) enter and be on the land and remain with or without vehicles, material, apparatus, equipment and personnel, to plant, install, execute, implement, retain, repair, improve, renew, relocate, replant, inspect, prune and remove trees, shrubs, hedgerows, seeding and other landscaping, ecological mitigation or enhancement measures including fencing, together with the right to retain, maintain, inspect and replant or replace such trees, shrubs, landscaping and environmental or ecological mitigation or enhancement measures including fencing and temporary works and the installation of temporary barriers for the protection of fauna;

(b) carry out such works (together with associated fencing) required by the Order, 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 make such investigations in, on or under the land as required;

(c) remove any works or measures carried out and reinstate the land; and

(d) such other rights as may be necessary to facilitate any onshore Further Works, as defined in Schedule 1 of the Order, that may be required.

33/10, 33/11, 33/14, 33/15, 33/16, 33/17, 33/30, 34/26, 34/27

Landscaping and Environmental Mitigation Restrictive Covenant

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, environmental or ecological mitigation or enhancement areas or areas of habitat creation including any ploughing or grazing, during the period within which the undertaker is bound by any consent to maintain that landscaping, environmental or ecological mitigation or enhancement area or area of habitat creation, without the prior written consent of the undertaker.

34/28 **Unlicensed Works Rights**

All rights necessary for the purposes of the construction, installation, retention, operation, maintenance and decommissioning of the authorised development comprising Work No. 20 (which work is defined for these purposes as "the Unlicensed Works"), including to—

(a) lay down, install, adjust, alter, construct, create, operate, erect, use, maintain, repair, renew, upgrade, inspect, test, remove and replace electrical equipment comprising the Unlicensed Works;

(b) enter and be on the land and remain with or without plant, vehicles, machinery, apparatus and equipment, and break up the surface of the land for the purposes of the Unlicensed Works;

(c) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the purposes of the Unlicensed Works;

(d) place and use plant, machinery, structures and temporary structures, including foundations, within the land for the purposes of the Unlicensed Works;

(e) erect, create and remove fencing and secure working areas for the purposes of the Unlicensed Works;

(f) make such investigations in or on the land as required for the purposes of the Unlicensed Works;

(g) install and maintain cable marker posts to identify the location of the cabling comprising the Unlicensed Works (subject to an obligation to minimise interference with future use and operations within the land);

(h) fell, lop or cut, coppice wood, uproot trees or hedges or shrubs which now or hereafter may be standing on the land which would if not felled, lopped, cut

or removed obstruct or interfere with the Unlicensed Works;

(i) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus (including the pipes, cables or conduits or apparatus of statutory undertakers) for the purposes of the Unlicensed Works; and

(j) such other rights as may be necessary to facilitate any onshore Further Works as defined in Schedule 1 to the Order, that may be required.

SCHEDULE 8

Article 24

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS AND IMPOSITION OF RESTRICTIVE COVENANTS

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(**a**) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5(3)—

(a) for the words "land is acquired or taken from" substitute "a right or restrictive covenant over land is purchased from or imposed on"; and

(b) for the words "acquired or taken from him" substitute "over which the right is exercisable or the restrictive covenant enforceable".

3.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

"(5A) If—

(a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) (powers of entry) of the 1965 Act (as modified by paragraph 5(5) of Schedule 8 to the Rampion 2 Offshore Wind Farm Order 2025);

(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as substituted by paragraph 5(8) of Schedule 8 to the Rampion 2 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,

(**a**) 1973 c. 26.

the authority is deemed for the purposes of sub-section (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right.".

Application of Part 1 of the 1965 Act

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions of the 2008 Act) and modified by article 28 (modification of Part 1 of the 1965 Act) to the acquisition of land under article 22 (compulsory acquisition of land), applies to the compulsory acquisition of a right by the creation of a new right, or to the imposition of a restrictive covenant under article 23(1) or (2) (compulsory acquisition of rights and imposition of restrictive covenants)—

(a) with the modifications specified in paragraph 5; and

(b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows.

(2) References to the 1965 Act to land are, in the appropriate contexts to be read (according to the requirements of the particular context) as referring to, or as including references to—

(a) the right acquired or to be acquired, or the restrictive covenant imposed or to be imposed; or

(b) the land over which the right is or is to be exercisable, or the restriction is to be enforceable.

(3) For section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

"**7.** In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the restrictive covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land 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),

are so modified as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11 (powers of entry) of the 1965 Act is so modified as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 28), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A (powers of entry: further notices of entry), 11B (counter-notice requiring possession to be taken on a specified date), 12 (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act are modified accordingly.

(6) Section 20 (tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition

under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 27(4) (application of the 1981 Act) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or enforce the restrictive covenant imposed, subject to compliance with that section as respects compensation.

(8) For Schedule 2A to the 1965 Act substitute—

"SCHEDULE 2A

Ref

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

Introduction

1.—(1) This Schedule applies where an acquiring authority serve a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 27 (application of the 1981 Act) of the Rampion 2 Offshore Wind Farm Order 2025 in respect of the land to which the notice to treat relates.

(2) But see article 29(3) (acquisition of subsoil or airspace only) of the Rampion 2 Offshore Wind Farm Order 2025 which excludes the acquisition of subsoil and airspace only from this Schedule.

2. In this schedule, "house", except in paragraph 10, includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory ("the owner") may serve a counter-notice requiring the authority to purchase the owner's interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

(a) withdraw the notice to treat;

(b) accept the counter-notice; or

(c) refer the counter-notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of three months beginning with the day on which the counter-notice is served ("the decision period").

7. If the authority decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority does not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

(a) in the case of a house, building or factory, cause material damage to the house, building or factory; or

(b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

(a) the effect of the acquisition of the right or the imposition of the covenant;

(b) the use to be made of the right or covenant proposed to be acquired or imposed; and

(c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.".

SCHEDULE 9

Article 31

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

(1) Area	*(2) Number of land shown on onshore plan*	*(3) Purpose for which temporary possession may be taken*	*(4) Relevant part of the authorised project*
Arun District	2/10, 2/11, 2/15	Temporary use as a construction compound and for access to facilitate construction of the authorised development, including any onshore	Work No. 10
Horsham District	22/15, 33/12, 33/13		

		Further Works, as defined in Schedule 1 to the Order, that may be required.	
Arun District Horsham District	2/9, 3/10, 3/11, 3/12, 4/8 28/3, 29/3	Temporary use for the storage of excavated materials including but not limited to soil to facilitate construction of the authorised development, including any onshore Further Works, as defined in Schedule 1 to the Order, that may be required.	Work No. 11
Arun District Horsham District	2/27, 3/7 19/12, 22/26, 22/28, 22/29	Temporary use for non-intrusive works for duct and cable installation, preparation and stringing out, to facilitate construction of the authorised development, including any onshore Further Works, as defined in Schedule 1 to the Order, that may be required.	Work No. 12
Arun District	1/19, 1/20, 1/22, 1/23, 1/25, 2/1, 2/16, 2/17, 2/18, 2/19, 2/20, 2/35, 2/36, 2/37, 3/3, 4/10, 4/11, 4/12, 4/13, 4/17, 4/18, 4/19, 4/20, 4/21, 7/7, 7/8, 7/9, 7/10, 7/11, 7/14, 7/15, 7/16, 7/17, 7/18, 7/19, 7/20, 7/21, 7/22, 11/14, 11/15, 12/2, 12/3, 12/6, 12/7, 12/8, 12/10, 12/11	Temporary use for access, including effecting access to highways and the creation of visibility splays, to facilitate construction of the authorised development, including any onshore Further Works, as defined in Schedule 1 to the Order, that may be required.	Work No. 13
Horsham District	16/1, 16/2, 16/3, 16/4, 16/5, 16/6, 17/2, 18/4, 18/5, 18/6, 21/11, 21/12, 21/13, 21/14, 21/15, 21/16, 21/17, 21/18, 21/19, 21/20, 21/21, 21/30, 21/31, 21/32, 21/33, 21/34, 21/35, 21/36, 21/37, 21/38, 22/16, 22/17, 22/19, 22/20, 22/21,		

	22/31, 22//32, 22/33, 23/5, 23/6, 23/10, 23/11, 23/12, 23/13, 23/14, 23/15, 24/7, 24/8, 24/9, 26/8, 26/9, 26/10, 27/4, 27/5, 27/6, 27/8, 27/9, 27/11, 27/12, 27/13, 27/14, 28/5, 28/8, 28/9, 28/11, 28/13, 28/14, 28/15, 29/14, 29/15, 29/16, 30/6, 30/8, 30/9, 30/10, 33/4, 33/5, 33/6, 33/7, 33/8, 33/21, 33/22
Mid-Sussex District	34/6, 34/7, 34/8, 34/15, 34/31, 34/32, 34/33, 34/34, 34/35, 34/36, 34/37, 34/38, 34/39, 34/41

SCHEDULE 10

Article 50

PROTECTIVE PROVISIONS

PART 1

PROTECTION FOR ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

Application

1. For the protection of the affected undertakers referred to in this Part 1 of Schedule 10 (Application) 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 (electricity supply) of the 1989 Act ("an electricity undertaker");

(b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986(**a**) (a "gas undertaker");

(c) a water undertaker within the meaning of the Water Industry Act 1991(**b**) (a "water undertaker"); and

(d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991 (a "sewerage undertaker"),

(**a**) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45) and was further amended by section 76 of the Utilities Act 2000 (c. 27).
(**b**) 1991 c. 56.

for the area of the authorised development but, for the avoidance of doubt, does not include the undertakers specified in Part 3, Part 4 and Part 5 of this Schedule, 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 1989 Act), belonging to or maintained by that affected undertaker;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;

(c) in the case of a water undertaker—

(i) any mains, pipes or other apparatus belonging to or maintained by that affected undertaker for the purposes of water supply; and

(ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A (agreements to adopt water main or service pipe at future date) of the Water Industry Act 1991; and

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the affected undertaker in accordance with 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 sewerage 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.

Precedence of the 1991 Act in respect of apparatus in the streets

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the affected undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

No acquisition etc. except by agreement

4. Regardless of any provision in this Order or anything shown on the land plans onshore, 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 of this Schedule and any right of an affected undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the affected undertaker in question.

(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 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 reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the affected undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 46 (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 46 (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 it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the 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 of this Schedule, 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 46 (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 paragraph 5 that are near to, or will or may affect, any apparatus the removal of which has not

been required by the undertaker under paragraph 5, 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 an affected undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If an affected undertaker in accordance with sub-paragraph (2) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 6 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.

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 which may be required in consequence of the execution of any such works as are referred to in paragraph 5.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

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

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

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 46 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

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

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

(5) An amount which apart from this sub-paragraph would be payable to an affected undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than seven years and six months earlier so as to confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Expenses and costs

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, any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of an affected undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any affected 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 affected undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an affected undertaker, its officers, servants, contractors or agents.

(3) An affected undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker which, if it withholds such consent, is to have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

10. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an affected undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 2

PROTECTION FOR OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

1.—(1) For the protection of any operator, the following provisions have effect unless otherwise agreed in writing between the undertaker and the operator.

(2) In this part of this Schedule—

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"the electronic communications code" has the same meaning as in Chapter 1 of Part 2 of the 2003 Act;

"electronic communications code network" means—

(a) so much of an electronic communications network or infrastructure system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronics communications code) of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act;

"infrastructure system" has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 7 of that code; and

"operator" means the operator of an electronic communications code network.

2. The exercise of the powers of article 34 (statutory undertakers) are subject to Part 10 of Schedule 3A (the electronics communications code) to the 2003 Act.

3.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of an operator); or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and must make reasonable compensation to an operator—

(a) for loss sustained by it; and

(b) in respect of claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, an operator 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 may be made without the consent of the undertaker which, if it withholds such consent, is to have 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 paragraph must be referred to and settled by arbitration under article 46 (arbitration).

4. This part of this Schedule does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

5. Nothing in this part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 3

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC AS ELECTRICITY UNDERTAKER

Application

1.—(1) For the protection of National Grid as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 5 (benefit of Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid 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 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.

Interpretation

2. In this Part of this Schedule—

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than—

(a) "A-" if the rating is assigned by Standard &Poor's Ratings Group or Fitch Ratings; and

(b) "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 not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained during the construction period of the authorised works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance shall cover (without limitation)—

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Grid;

(b) a pollution liability for third party property and damage and third party bodily damage arising from any pollution/contamination event with a (sub) limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised works" has the same meaning as is given to the term "authorised development" in article 2(1) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

"commence" 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;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by National Grid (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'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 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: construct, use, repair, alter, inspect, renew or remove the apparatus;

"National Grid" 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" has the same meaning 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 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 6(2) or otherwise;

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 6(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" has the same meaning as defined in the STC; and

Apparatus of National Grid in closed streets

3. Notwithstanding the temporary closure or diversion of any highway under the powers of article 11 (temporary closure of streets), National Grid is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Protective works to buildings

4. 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 without the written consent of National Grid.

Acquisition of land

5.—(1) Regardless of any provision in this Order or anything shown on the land plans onshore or contained in the book of reference to this 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 to override any easement, other interest or right and/or apparatus of National Grid otherwise than by agreement between the undertaker and National Grid.

(2) As a condition of an agreement between the parties pursuant to 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 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 or affect the provisions of any enactment or agreement regulating the relations between National Grid 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 reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, 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 parties with an interest in the land at that time who are affected by such authorised works.

(3) Save where otherwise agreed in writing between National Grid and the undertaker the undertaker and National Grid 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 and/or other enactments relied upon by National Grid as a right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by National Grid under any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

6.—(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 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 in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid not less than 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 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 to its satisfaction (taking into account paragraph 7(1)) 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 must, 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 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 and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid 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 and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

(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 less favourable on the whole to National Grid 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 14 (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 as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

8.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of its electricity assets.

(2) In relation to specified works the plan to be submitted to National Grid 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 and 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 and 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 of trenches;

(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'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 has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraph (4)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and

(b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid 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 and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(8) Where National Grid 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's reasonable satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective

works are required and National Grid shall give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid 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 1 to 3 and 5 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(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 notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and 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's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

Expenses

9.—(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably and properly incurred by National Grid 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 direct consequence of the execution of any authorised works including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by National Grid 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 as a consequence of National Grid—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 6(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion 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; and

(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 paragraph 14 (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 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 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 seven years and six months earlier so as to confer on National Grid 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

10.—(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 of 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, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid 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 the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and

(b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party and including STC Claims or an incentive deduction other than that arising from any default of National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless National

Grid 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, its officers, servants, contractors or agents;

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Actor article 5 (benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this sub-paragraph (3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 10; 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 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, 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 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'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's control and if reasonably requested to do so by the undertaker National Grid must provide an explanation of how the claim has been minimised, where relevant.

(7) The undertaker must not commence construction (and not permit the commencement of such construction) of the authorised works on any land owned by National Grid or in respect of which National Grid has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres of National Grid's apparatus unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Grid 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 has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with paragraph 10(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Grid from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

11. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid 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 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

12.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid requires the removal of apparatus under paragraph 6(2) or

National Grid makes requirements for the protection or alteration of apparatus under paragraph 8, 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's undertaking and National Grid shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid'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

13. If in consequence of 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 to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

14. Save for differences or disputes arising under paragraphs 6(2), 6(4) and 8 any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 46 (arbitration).

Notices

15. Notwithstanding article 55 (service of notices), any plans submitted to National Grid by the undertaker pursuant to paragraph 8 must be submitted using the LSBUD system (https://lsbud.co.uk/) or to such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 4

FOR THE PROTECTION OF SOUTHERN ELECTRIC POWER DISTRIBUTION PLC AS ELECTRICITY UNDERTAKER

Application

1. For the protection of SSE the following provisions will, unless otherwise agreed in writing between the undertaker and SSE, have effect.

Interpretation

2. In this Part of this Schedule—

"alternative apparatus" means appropriate alternative apparatus to the reasonable satisfaction of SSE to enable SSE to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any electric lines or electrical plant as defined in the Electricity Act 1989 belonging to or maintained by SSE;

"authorised works" has the same meaning as is given to the term "authorised development" in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

"commence" has the same meaning as in article 2 of this Order and commencement shall be construed to have the same meaning save that for the purposes of this Part of this Schedule the terms commence and commencement include operations consisting of archaeological

investigations, intrusive investigations for the purpose of assessing ground conditions, and remedial work in respect of any contamination or other adverse ground conditions;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by SSE (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 SSE's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"maintain" and "maintenance" shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of SSE including to construct, inspect, maintain, use, repair, 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;

"parent company" means a parent company of the undertaker acceptable to SSE and which shall have been approved by SSE acting reasonably;

"rights" shall include rights and restrictive covenants and, in relation to decommissioned apparatus, the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

"SSE" means Southern Electric Power Distribution plc (company number 04094290 whose registered office is at No. 1 Forbury Place, 43 Forbury Road, Reading, United Kingdom, RG1 3JH) or its successors in title or successor bodies and/or any successor as an electricity distribution licence holder pursuant to the Electricity Act 1989;

"SSE's undertaking" means the rights, duties and obligations of SSE as an electricity distribution licence holder within the meaning of the Electricity Act 1989;

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which—

(a) will or may be situated over, or within, 15 metres measured in any direction of any apparatus, the removal of which has not been required by the undertaker under sub-paragraph 6(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus, the removal of which has not been required by the undertaker under sub-paragraph 6(2) or otherwise.

On Street apparatus

3.—(1) The provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and SSE are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraphs 6 and 7 of this Part of this Schedule shall apply to diversions even where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing adopted public highway.

Apparatus of SSE in stopped up streets

4.—(1) Notwithstanding the temporary closure or diversion of any highway under the powers of article 11 (temporary closure of streets), SSE will be at liberty at all times to take all necessary access across any such closed highway and/or to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary closure or diversion in respect of any apparatus which at the time of the closure or diversion was in that highway subject to serving 7 days' notice on the undertaker (save in cases of emergency).

(2) The protective provisions in this Part of this Schedule apply and take precedence over article 35 (apparatus and rights of statutory undertakers in stopped up streets) of the Order which shall not apply to SSE.

Protective works to buildings

5.—(1) 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 without the written consent of SSE (not to be unreasonably withheld or delayed) and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of SSE or any interruption in the distribution of electricity by SSE, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably incurred by SSE in making good such damage or restoring the supply; and, subject to sub-paragraph (2), shall pay reasonable compensation to SSE for—

(a) any loss sustained by it; and

(b) all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by SSE, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of SSE or its contractors or workmen, and SSE will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise with any third party thereof shall be made by SSE, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Removal of apparatus

6.—(1) If, in consequence of the powers granted under this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of SSE to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of SSE and in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to SSE advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order SSE reasonably needs to move or remove any of its apparatus) the undertaker must afford to SSE, to its reasonable satisfaction (taking into account paragraph 7(1)), the necessary facilities and rights—

(a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SSE in respect of the apparatus);

(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SSE in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SSE in respect of the apparatus).

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, SSE may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(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 SSE and the undertaker.

(5) SSE must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to, or procurement by, SSE of such facilities and rights as are referred to in sub-paragraphs (2) or (3) have been afforded to SSE to its reasonable satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for SSE facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and SSE and must be no less favourable on the whole to SSE than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by SSE.

(2) If the facilities and rights to be afforded by the undertaker and agreed with SSE 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 SSE than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in SSE's opinion) then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 14 (arbitration) of this Part of this Schedule and the arbitrator shall make such provision for the payment of compensation by the undertaker to SSE as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of SSE

8.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to SSE a plan and, if reasonably required by SSE, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to SSE 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 and positioning of plant etc;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until SSE has given written approval of the plan so submitted.

(4) Any approval of SSE required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and,

(b) must not be unreasonably withheld.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, SSE may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraphs (1) and (2) or, as relevant, sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and SSE and in accordance with all conditions imposed under sub-paragraph (4)(a), and SSE will be entitled to watch and inspect the execution of those works.

(7) Any requirements made by SSE under sub-paragraph (5) must be notified to the undertaker within a period of 56 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(8) Where SSE 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 SSE's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement.

(9) If SSE, 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 6(2) to 6(5) apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(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 works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(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 SSE notice as soon as is reasonably practicable and a plan of those works and must comply with—

(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (12) at all times.

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that SSE retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 10.

Retained apparatus: protection of SSE as electricity undertaker – overhead lines

9.—(1) Not less than 56 days before the commencement of any specified work that does not require the removal of apparatus under paragraph 6(2) (removal of apparatus) the undertaker must submit to SSE a plan and seek from SSE details of the underground extent of its electricity tower foundations.

(2) The plan to be submitted under sub-paragraph (1) must show—

(a) the exact position of the specified work;

(b) the level at which the specified work is proposed to be constructed or renewed;

(c) the manner of the construction or renewal of the specified work including details of excavation and 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; and

(f) details of any ground monitoring scheme if required.

(3) In relation to any works which will or may be situated on, over, under or within 15 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 include a method statement which must, in addition to the matters set out in sub-paragraph (2)—

(a) describe details of any cable trench design including route, dimensions and clearance to pylon foundations;

(b) demonstrate that pylon foundations will not be affected prior to, during and post construction;

(c) describe details of load bearing capacities of trenches;

(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 on-going 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) assess earth rise potential if reasonably required by SSE's engineers; and

(h) provide evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic.

(4) The undertaker must not commence any works requiring the submission of a plan under sub-paragraph (1) until SSE has given written approval of the plan so submitted.

(5) Any approval of SSE required in relation to a plan submitted under sub-paragraph (1)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (6); and

(b) must not be unreasonably withheld.

(6) Any conditions made by SSE under sub-paragraph (5) must be notified to the undertaker within a period of 56 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(7) In relation to any work requiring the submission of a plan under sub-paragraph (1), SSE may require such modifications to be made to the plan as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(8) Works requiring the submission of a plan under sub-paragraph (1) must be executed only in accordance with the plan, as amended from time to time by agreement between the undertaker and SSE and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (6), (9) or (10) by SSE for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and SSE is to be entitled to watch and inspect the execution of those works.

(9) Where SSE requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to SSE's satisfaction prior to the commencement of works requiring the submission of a plan under sub-paragraph (1) and SSE must give 56 days' notice of such works from the date of submission of the plan (except in an emergency).

(10) If SSE, in accordance with sub-paragraphs (6) 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, paragraphs 6(2) to (5) apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(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 56 days before commencing the execution of any works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to, and in respect of, the new plan.

(12) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to SSE notice as soon as is reasonably practicable a plan of those works and must—

(a) comply with conditions imposed under sub-paragraph (5)(a) insofar as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (13) at all times.

(13) As soon as reasonably practicable after any ground subsidence event, the undertaker must implement an appropriate ground mitigation scheme.

Expenses

10.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SSE on demand all charges, costs and expenses reasonably anticipated or incurred by SSE for, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or rights or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule, including, without limitation—

(a) any costs reasonably incurred by, or compensation properly paid by, SSE in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including, without limitation, all costs (including professional fees) reasonably incurred by SSE as a consequence of SSE—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 6(3) if it elects to do so; and/or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting SSE;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule provided these are directly related and proportionate to such works; and

(g) any watching brief pursuant to paragraph 8(6) or paragraph 9(8).

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 14 (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 SSE by virtue of sub-paragraph (1) will be reduced by the amount of that excess, save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth, in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

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

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

(5) An amount which, apart from this sub-paragraph would be payable to SSE in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

(6) Where SSE demands payment of reasonably anticipated charges, costs and expenses pursuant to sub-paragraph (1), SSE must provide the undertaker with an itemised invoice or claim detailing such charges, costs, and expenses reasonably anticipated to fall due within the following three months of such a demand, The undertaker shall pay the reasonably anticipated costs set out in the itemised invoice to SSE on demand in accordance with sub-paragraph (1). To the extent that this sum paid in advance has not been expended by SSE within six months after payment by the undertaker of that sum, the undertaker may demand the unspent balance remaining to be repaid by SSE and SSE shall repay that unspent balance within 30 days (unless otherwise agreed in writing between the parties).

Enactments and agreements

11. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between SSE and the undertaker, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and SSE 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

12.—(1) Where in consequence of the proposed construction of any of the authorised works the undertaker or SSE requires the removal of apparatus under paragraph 6(2) or SSE makes requirements for the protection or alteration of apparatus under paragraphs 8 or 9, 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 development and taking into account the need to ensure the safe and efficient operation of SSE's undertaking, and SSE shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt, whenever SSE's consent, agreement or approval is required in relation to plans, documents or other information submitted by SSE or the taking of action by SSE, it must not be unreasonably withheld or delayed.

Access

13. If in consequence of the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SSE in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable SSE to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

14. Save for differences or disputes arising under paragraph 8 and paragraph 9 any difference or dispute arising between the undertaker and SSE under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and SSE, be determined by arbitration in accordance with article 46 (arbitration) of the Order.

Notices

15. The plans submitted to SSE by the undertaker pursuant to paragraphs 8(1) and 9(1) must be sent to SSE at No. 1 Forbury Place, 43 Forbury Road, Reading, United Kingdom, RG1 3JH and at Raaj.Bains@sse.com or such other address as SSE may from time to time appoint instead for that purpose and notify to the undertaker.

PART 5

FOR THE PROTECTION OF SOUTHERN GAS NETWORKS PLC AS GAS UNDERTAKER

Application

1. For the protection of SGN the following provisions will, unless otherwise agreed in writing between the undertaker and SGN, have effect.

Interpretation

2. In this Part of this Schedule—

"alternative apparatus" means appropriate alternative apparatus to the reasonable satisfaction of SGN to enable SGN to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables or other apparatus belonging to or maintained by SGN for the purposes of gas distribution together with such other apparatus constructed pursuant to the Order that becomes operational apparatus of SGN for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised works" has the same meaning as is given to the term "authorised development" in article 2 of this Order and includes any associated development authorised by this Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

"commence" has the same meaning as in article 2 and "commencement" is to be construed to have the same meaning;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by SGN (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for SGN's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"maintain" and "maintenance" shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of SGN including retain, lay, construct, inspect, maintain, protect, use, access, replace, renew, remove, decommission or render unusable or remove the apparatus;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"parent company" means a parent company of the undertaker acceptable to SGN and which shall have been approved by SGN acting reasonably;

"rights" shall include rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

"SGN" means Southern Gas Networks plc or its successors in title or successor bodies and/or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which—

(a) will or may be situated over, or within 15 metres measured in any direction, of any apparatus, the removal of which has not been required by the undertaker under sub-paragraph 6(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus, the removal of which has not been required by the undertaker under sub-paragraph 6(2) or otherwise; and

On street apparatus

3.—(1) The provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and SGN are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraphs 6 (removal of apparatus) and 7 (facilities and rights for alternative apparatus) of this Part of this Schedule shall apply to diversions even where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing adopted public highway.

Apparatus of SGN in temporarily closed streets

4. Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 11 (temporary closure of streets) SGN will be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary stopping up or diversion in respect of any apparatus which, at the time of the stopping up or diversion, was in that highway subject to serving seven days' notice on the undertaker (save in cases of emergency).

Protective works to buildings

5.—(1) 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 without the written consent of SGN (such consent not to be unreasonably withheld or delayed) and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of SGN or any interruption in the supply of gas by SGN, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably incurred by SGN in making good such damage or restoring the supply and, subject to sub-paragraph (2), will pay reasonable compensation to SGN for—

(a) any loss sustained by it; and

(b) all claims, demands, proceedings, costs, damages and expenses which have been made or taken against or recovered from or incurred by SGN, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of SGN or its contractors or workmen; and SGN will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise with any third party is to be made by SGN, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Removal of apparatus

6.—(1) If, in consequence of the powers granted under this Order the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of SGN to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of SGN and in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to SGN advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order SGN reasonably needs to move or remove any of its apparatus), the undertaker must afford to SGN to its reasonable satisfaction (taking into account paragraph 7(1)) the necessary facilities and rights—

(a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus);

(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus).

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, SGN must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for SGN to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between SGN and the undertaker.

(5) SGN must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to, or procurement by, SGN of such facilities and rights as are referred to in sub-paragraphs (2) or (3) have been afforded to SGN to its reasonable satisfaction, proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for SGN facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and SGN and must be no less favourable on the whole to SGN than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by SGN.

(2) If the facilities and rights to be afforded by the undertaker and agreed with SGN under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to SGN than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in SGN's opinion) then the terms and conditions to which those facilities and rights are subject will be referred to arbitration in accordance with paragraph 13 (arbitration) of this Part of this Schedule and the arbitrator is to make such provision for the payment of compensation by the undertaker to SGN as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of SGN

8.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to SGN a plan and, if reasonably required by SGN, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to SGN under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation and positioning of plant etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until SGN has given written approval of the plan so submitted.

(4) Any approval of SGN required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and

(b) must not be unreasonably withheld.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, SGN may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing

apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraphs (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and SGN and in accordance with all conditions imposed under sub-paragraph (4)(a), and SGN will be entitled to watch and inspect the execution of those works.

(7) Any requirements made by SGN under sub-paragraph (5) must be notified to the undertaker within a period of 28 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(8) Where SGN requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature), such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to SGN's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement.

(9) If SGN, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(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 works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan. For the avoidance of doubt this does not apply where the undertaker submits a new plan to comply with requirements notified to the undertaker by SGN in accordance with sub-paragraph (5), subject always to sub-paragraph (3).

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works, but in that case it must give to SGN notice as soon as is reasonably practicable and a plan of those works and must comply with—

(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (12) at all times.

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised works, the undertaker must implement an appropriate ground mitigation scheme save that SGN retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 9.

(13) An approval of SGN required under sub-paragraphs (4) or (8) will be deemed to be granted 14 days after the expiry of the 56 day period if no response to the request for approval has been provided within that initial 56 day period.

Expenses

9.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SGN on demand all charges, costs and expenses incurred by SGN and all reasonably anticipated charges, costs and expenses incurred by SGN (on provision of evidence by SGN to justify its claim) in or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or rights or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including, without limitation—

(a) any costs reasonably incurred by or compensation properly paid by SGN in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) reasonably incurred by SGN as a consequence of SGN—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 6(3) if it elects to do so; and/or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting SGN;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works;

(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, provided these are directly related and proportionate to such works; and

(g) any watching brief pursuant to paragraph 8(6),

provided that any charges, costs and expenses incurred under sub-paragraphs (1)(f) and (1)(g) shall only be payable in the event they have been incurred by SGN within 24 months of completion of the authorised works.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated 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 46 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which, apart from this sub-paragraph, would be payable to SGN by virtue of sub-paragraph (1) will be reduced by the amount of that excess, save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth, in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

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

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

(5) An amount which apart from this sub-paragraph would be payable to SGN 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 seven years and six months earlier so as to confer on the affected undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

(6) Where SGN demands payment of reasonably anticipated charges, costs and expenses pursuant to sub-paragraph (1), SGN must provide the undertaker with an itemised invoice or claim detailing such charges, costs and expenses reasonably anticipated to fall due within the following three months of such a demand. The undertaker shall pay the reasonably anticipated costs set out in the itemised invoice to SGN on demand in accordance with sub-paragraph (1). To the extent that this sum paid in advance has not been expended by SGN within six months after payment by the undertaker of that sum, the undertaker may demand the unspent balance remaining to be repaid by SGN and SGN shall repay that unspent balance within 30 days (unless otherwise agreed in writing between the parties).

Enactments and agreements

10. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between SGN and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and SGN in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

11.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or SGN requires the removal of apparatus under paragraph 6(2) or SGN makes requirements for the protection or alteration of apparatus under paragraph 8, the undertaker must co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of SGN's undertaking and SGN must co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever SGN's consent, agreement or approval is required in relation to plans, documents or other information submitted by SGN or the taking of action by SGN, it must not be unreasonably withheld or delayed.

Access

12. If in consequence of an agreement reached between SGN and the undertaker or in accordance with the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable SGN to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

13. Save for differences or disputes arising under paragraphs 6(2), 6(4), 7(1), 7(5) and 8 any difference or dispute arising between the undertaker and SGN under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and SGN, be determined by arbitration in accordance with article 46 (arbitration).

Notices

14. The plans submitted to SGN by the undertaker pursuant to paragraph 8(1) must be sent to SGN at 1 Forbury Place, 43 Forbury Road, Reading, Berkshire RG1 3JH or such other address as SGN may from time to time appoint instead for that purpose and notify to the undertaker.

PART 6

FOR THE PROTECTION OF RAILWAY INTERESTS

1. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 16 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

2. In this Part of this Schedule—

"asset protection agreement" means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"the engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993;

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London, SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail and—

(a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail or a tenant or licencee of Network Rail for the purposes of such railway or works, apparatus or equipment;

"regulatory consents" means any consent or approval required under—

(a) the Railways Act 1993;

(b) the network licence; and/or

(c) any other relevant statutory or regulatory provisions,

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development; and

"specified work" means so much of any of the authorised development as is situated upon, across, under, over, or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers of the Order.

3.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

(a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

4. The undertaker must not exercise the powers conferred by—

(a) article 3 (development consent etc. granted by the Order);

(b) article 4 (power to maintain the authorised project);

(c) article 13 (access to works);

(d) article 17 (discharge of water);

(e) article 19 (authority to survey and investigate the land onshore);

(f) article 22 (compulsory acquisition of land);

(g) article 23 (time limit for exercise of authority to acquire land compulsorily or to take land temporarily)

(h) article 24 (compulsory acquisition of rights and imposition of restrictive covenants);

(i) article 26 (power to override easements and other rights);

(j) article 29 (acquisition of subsoil or airspace only);

(k) article 31 (temporary use of land for carrying out the authorised project);

(l) article 32 (temporary use of land for maintaining the authorised project);

(m) article 33 (compulsory acquisition of land – incorporation of the mineral code)

(n) article 34 (statutory undertakers);

(o) article 42 (felling or lopping of trees and removal of hedgerows);

(p) article 43 (trees subject to tree preservation orders);

(q) the powers conferred by section 11(3) (power of entry) of the 1965 Act;

(r) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016;

(s) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;

(t) any powers in respect of the temporary possession of land under the Neighbourhood Planning Act 2017; or

(u) other provisions where the exercise of the powers under that provision would impact on railway property,

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

5.—(1) 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.

(2) The undertaker must not exercise the powers conferred by sections 217 or 272 of the 1990 Act, article 34 (statutory undertakers), article 26 (power to override easements and other rights) or article 25 (private rights over land), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(3) 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.

(4) 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.

(5) 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).

(6) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

6.—(1) The undertaker must before commencing construction of any specified work, supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation, de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

7.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 6(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 6;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

8. The undertaker must—

(a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

9. Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

10.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 6(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 11(a), provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

11. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

(a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 6(3) or in constructing any protective works under the provisions of paragraph

6(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;

(b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;

(c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

(d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

(e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

12.—(1) In this paragraph—

"EMI" means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

"Network Rail's apparatus" means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail's apparatus carried out after approval of plans under paragraph 6(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)—

(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 6(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 6(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 and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the

testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;

(b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and

(d) the undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

(a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;

(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 7.

(9) To the extent that it would not otherwise do so, paragraph 16(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 11(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 46 (arbitration) to the Secretary of State shall be read as a reference to the Institution of Engineering and Technology.

13. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

14. 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.

15. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

16.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 52 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the construction, maintenance or operation of a specified work or the failure thereof;

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

(c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;

(d) in respect of any damage caused to or additional maintenance required to railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others; or

(e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development,

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from liability under the provisions of this sub-paragraph.

(2) Network Rail must—

(a) give the undertaker reasonable written notice of any such claims or demands;

(b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and

(c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

"the relevant costs" means the costs, losses and expenses (but excluding loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

17. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 16) and with such information

as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

18. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

19. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

(a) any railway property shown on the works and land plans onshore 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.

20. 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.

21. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 5 (benefit of the Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

(a) the nature of the application to be made;

(b) the extent of the geographical area to which the application relates; and

(c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

22. The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 49 (certification of plans and documents etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

23. In relation to any dispute arising under this part of this Part of this Schedule (except for those disputes referred to in paragraph 12) the provisions of article 46 (arbitration) shall not apply and any such dispute, unless otherwise provided for, must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institution of Civil Engineers.

PART 7

FOR THE PROTECTION OF NATIONAL HIGHWAYS LIMITED

Application etc

1.—(1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways.

(2) Except where expressly amended by the Order the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000, or the Town and Country Planning (General Permitted Development)

(England) Order 2015 which shall continue to apply in respect of the exercise of all National Highways' statutory functions.

Interpretation

2.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2) the latter prevail.

(2) In this Part of this Schedule—

"as built information" means one electronic copy of the following information—

(a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker; in compliance with Interim Advice Note 184 or any successor document;

(b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);

(c) product data sheets and technical specifications for all materials used;

(d) as constructed information for any utilities discovered or moved during the works;

(e) method statements for the works carried out;

(f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the Specification for Highway Works or any replacement or modification of it;

(g) organisation and methods manuals for all products used;

(h) as constructed programme;

(i) test results and records;

(j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;

(k) the health and safety file; and

(l) such other information as is reasonably required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway's *Assett Data Management Manual* as is in operation at the relevant time;

"the bond sum" means the sum equal to 200% of the cost of the carrying out the specified works (to include all costs plus any commuted sum) or such other sum agreed between the undertaker and National Highways;

"the cash surety" means the sum agreed between the undertaker and National Highways;

"condition survey" means a survey of the condition of National Highways structures and assets within the Order limits that may be affected by the specified works;

"contractor" means any contractor or subcontractor appointed by the undertaker to carry out the specified works;

"defects period" means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate;

"detailed design information" means details of the following where applicable to the specified works—

(a) site clearance details;

(b) boundary, environmental and mitigation fencing;

(c) road restraints systems and supporting road restraint risk appraisal process assessment;

(d) drainage and ducting as required by DMRB CD 534 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;

(e) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;

(f) pavement, pavement foundations, kerbs, footways and paved areas;

(g) traffic signs and road markings;

(h) traffic signal equipment and associated signal phasing and timing detail;

(i) road lighting (including columns and brackets);

(j) regime of California Bearing Ratio testing;

(k) electrical work for road lighting, traffic signs and signals;

(l) motorway communications as required by DMRB;

(m) highway structures and any required structural approval in principle;

(n) landscaping;

(o) proposed departures from DMRB standards;

(p) walking, cycling and horse riding assessment and review report;

(q) stage 1 and stage 2 road safety audits and exceptions agreed;

(r) utilities diversions;

(s) topographical survey;

(t) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it;

(u) health and safety information including any asbestos survey required by GG105 or any successor document; and

(v) other such information that may be required by National Highways to be used to inform the detailed design of the specified works;

"DMRB" means the Design Manual for Roads and Bridges or any replacement or modification of it;

"final certificate" means the certificate relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 14;

"the health and safety file" means the file or other permanent record containing the relevant health and safety information for the specified works required by the Construction Design and Management Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

"nominated persons" means the undertaker's representatives or the contractor's representatives on site during the carrying out of the specified works as notified to National Highways from time to time;

"programme of works" means a document setting out the sequence and timetabling of the specified works;

"provisional certificate" means the certificate of provisional completion relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 10 when it considers the specified works are substantially complete and may be opened for traffic;

"road safety audit" means an audit carried out in accordance with the road safety audit standard;

"road safety audit standard" means DMRB Standard HD GG119 or any replacement or modification of it;

"road space booking" means road space bookings in accordance with National Highways' Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy;

"Specification for Highways Works" means the specification for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network;

"specified works" means Work No. 13 and Work No. 9 in so far as that work affects the strategic road network, including highways works and signalisation, authorised by this Order including any maintenance of that work, as is undertaken on, in, under or over the strategic road network for which National Highways is the highway authority;

"strategic road network" means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including drainage infrastructure, street furniture, verges and vegetation and all other land, apparatus and rights located in, on, over or under the highway; and

"utilities" means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991.

General

3. For the purposes of any approvals required under this Part of this Schedule the undertaker shall liaise directly with National Highways.

4. Notwithstanding the limits of deviation permitted pursuant of this Order, no works in carrying out, maintaining or diverting the specified works may be carried out under the strategic road network at a distance within 4 meters of the lowest point of the ground.

5. References to any standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

Works outside the Order limits

6. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of these works prior to the commencement of those works.

Prior approvals and security

7.—(1) The specified works must not commence until—

(a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;

(b) the programme of works has been approved by National Highways;

(c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—

(i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a);

(ii) details of the proposed road space bookings;

(iii) the identity and suitability of the contractor and nominated persons;

(iv) a process for stakeholder liaison; and

(v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding;

(d) a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;

(e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c)(iv) above;

(f) the undertaker has procured to National Highways collateral warranties in a form approved by National Highways from the contractor and designer of the specified works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the specified works, including in the selection of materials, goods, equipment and plant; and

(g) a condition survey and regime of monitoring of any National Highways assets or structures that National Highways considers will be affected by the specified works, has been agreed in writing by National Highways.

(2) The undertaker must not exercise—

(a) article 4 (power to maintain the authorised project);

(b) article 9 (street works);

(c) article 11 (temporary closure of streets);

(d) article 17 (discharge of water);

(e) article 18 (protective work to buildings);

(f) article 19 (authority to survey and investigate the land onshore);

(g) article 22 (compulsory acquisition of land);

(h) article 24 (compulsory acquisition of rights and imposition of restrictive covenants);

(i) article 31 (temporary use of land for carrying out the authorised project);

(j) article 32 temporary use of land for maintaining the authorised project); or

(k) article 42 (felling or lopping of trees and removal of hedgerows) of this Order,

over any part of the strategic road network without the consent of National Highways, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space bookings and/or submit a scheme of traffic management for National Highways' approval.

(3) National Highways must prior to the commencement of the specified works or the exercise of any power referenced in sub-paragraph (2) inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraphs (1) or (2).

(4) Any approval of National Highways required under this paragraph—

(a) must not be unreasonably withheld;

(b) must be given in writing; and

(c) may be subject to any conditions as National Highways considers necessary.

(5) Any change to the identity of the contractor and/or designer of the specified works will be notified to National Highways immediately and details of their suitability to deliver the specified works will be provided on request along with collateral warranties in a form agreed by National Highways.

(6) Any change to the detailed design of the specified works must be approved by National Highways in accordance with paragraph 7(1) of this Part.

Construction of the specified works

8.—(1) The undertaker must give National Highways 28 days' notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways.

(2) The undertaker must comply with National Highways' road space booking procedures prior to and during the carrying out of the specified works and no specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways.

(3) The specified works must be carried out by the undertaker to the satisfaction of National Highways in accordance with—

(a) the relevant detailed design information and programme of works approved pursuant to paragraph 7(1) or as subsequently varied by agreement between the undertaker and National Highways;

(b) the DMRB, the Specification for Highway Works (contained within the Manual of Contract Documents for Highway Works), together with all other relevant standards as required by National Highways to include, inter alia, all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and

(c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same.

(4) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to the specified works for the purposes of inspection and supervision of the specified works.

(5) If any part of the specified works is constructed—

(a) other than in accordance with the requirements of this Part of this Schedule; or

(b) in a way that causes damage to the highway, highway structure or asset or any other land of National Highways,

National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the satisfaction of National Highways.

(6) If during the carrying out of the specified works the undertaker or its appointed contractors or agents causes damage to the strategic road network then National Highways may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(7) If within 28 days on which a notice under sub-paragraph (4) or sub-paragraph (5) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure incurred by national Highways in so doing, such sum to be payable within 30 days of demand.

(8) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in doing so.

(9) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway must be constructed to the satisfaction of National Highways.

(10) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to paragraph 7(1)(b) of this Part or suspends the carrying out of any specified work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

Payments

9.—(1) The undertaker must reimburse National Highways a sum equal to the whole of any reasonable costs and expenses which National Highways incurs (including costs and expenses for using internal or external staff) in relation to the specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part, including—

(a) the checking and approval of the information required under paragraph 7(1);

(b) the supervision of the specified works;

(c) the checking and approval of the information required to determine approvals under this Order;

(d) all legal and administrative costs and disbursements reasonably incurred by National Highways in connection with the specified works and sub-paragraphs (a)-(c); and

(e) any value added tax which is payable by National Highways in respect of such costs and expenses and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising "the NH costs".

(2) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) within 91 days of the issue of the provisional certificate issued pursuant to paragraph 10(4).

(3) Within 28 days of the issue of the final account—

(a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it; or

(b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.

(4) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the other party interest at 3% above the Bank of England base lending rate from time to time being in force for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

Provisional Certificate

10.—(1) Following any closure or partial closure of any of the strategic road network for the purposes of carrying out the specified works, National Highways will carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways prior to reopening the strategic road network.

(2) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.

(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable—

(a) inspect the specified works; and

(b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(4) When—

(a) a stage 3 road safety audit for the specified works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;

(b) the specified works incorporating the approved remedial works under sub-paragraph (4)(a) and any further works notified to the undertaker pursuant to paragraph 10(3)(b) have been completed to the satisfaction of National Highways; and

(c) the as built information has been provided to National Highways,

National Highways must issue the provisional certificate.

(5) On the issue of the provisional certificate the bond sum shall be reduced to 20% of the total bond sum save insofar as any claim or claims have been made against the bond before the date in which case National Highways will retain a sufficient sum to ensure it does not have to meet any costs for or arising from the specified works.

(6) The undertaker must submit a stage 4 road safety audit as required by and in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to National Highways.

Opening

11. The undertaker must notify National Highways not less than 56 days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public within 14 days of that date.

Final condition survey

12.—(1) The undertaker must, as soon as reasonably practicable after making its application for a provisional certificate pursuant to paragraph 10(2), arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622 if the specified works include any works beneath the strategic road network.

(2) If the re-surveys carried out pursuant to sub-paragraph (1) indicate that any damage has been caused to a structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted.

(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme, National Highways may carry out the steps required of the undertaker and may recover any expenditure it reasonably incurs in so doing.

(4) National Highways may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to sub-paragraph (1) give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover any expenditure it reasonably incurs in so doing.

(5) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.

Defects Period

13.—(1) The undertaker must at its own expense remedy any defects in the strategic road network as are reasonably required by National Highways to be remedied during the defects period. All identified defects must be remedied in accordance with the following timescales—

(a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);

(b) in respect of matters which National Highways considers to be serious defects or faults, within 14 days of receiving notification of the same; and

(c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.

(2) Following the expiry of the defects period National Highways has the responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

Final Certificate

14.—(1) The undertaker must apply to National Highways for the final certificate no sooner than 12 months from the date of the provisional certificate.

(2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable—

(a) inspect the strategic road network; and

(b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network or confirmation that no such works are required for this purpose.

(3) The undertaker must carry out such works notified to it pursuant to sub-paragraph (2).

(4) When National Highways is satisfied that—

(a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph (2) and any remedial works required as a result of the stage 4 road safety audit have been made good to the satisfaction of National Highways; and

(b) the NH costs have been paid to National Highways in full,

National Highways must issue the final certificate after which the bond shall be released in full.

(5) The undertaker must pay to National Highways within 28 days of demand the costs reasonably incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to these provisions.

Security

15. The specified works must not commence until—

(a) the undertaker procures that the specified works are secured by a bond from a bondsman first approved by National Highways in the agreed form between the undertaker and National Highways to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and the specified works under the provisions of this Part of this Schedule provided that the maximum liability of the bond must not exceed the bond sum; and

(b) the undertaker has provided the cash surety which may be utilised by National Highways in the event of the undertaker failing to meet its obligations to make payments under paragraph 9 or to carry out works the need for which arises from a breach of one or more of the obligations of the undertaker under the provisions of this Part of this Schedule.

Insurance

16. Prior to the commencement of the specified works the undertaker must effect the public liability insurance with an insurer in the minimum sum of £10,000,000.00 (ten million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of specified works or use of the strategic road network by the undertaker.

Indemnity

17. The undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways arising from the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order within 14 days of demand save for any loss arising out of or in consequence of any negligent act or default of National Highways.

Maintenance of the specified works

18.—(1) The undertaker must, prior to the commencement of any works of maintenance to the specified works, give National Highways 28 days' notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(2) If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured.

(3) The undertaker must comply with any requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 7 days in advance of the planned commencement date of the maintenance works.

(4) The provisions of paragraph 11 shall apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.

Land

19. The undertaker must not under the powers of this Order—

(a) acquire or use land forming part of;

(b) acquire new or existing rights over; or

(c) seek to impose or extinguish any restrictive covenants over,

any of the strategic road network, or extinguish any existing rights of National Highways in respect of any third party property, except with the consent of National Highways following written request to legalservicesteam@nationalhighways.co.uk

Expert Determination

20.—(1) Article 46 (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.

(4) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date that an expert is appointed.

(5) The expert must—

(a) invite the parties to make submissions to the expert in writing and copied to the other party to be received by the expert within 7 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;

(c) issue a decision within 7 days of receipt of the submissions under sub-paragraph (b); and

(d) give reasons for the decision.

(6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 46 (arbitration).

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

SCHEDULE 11

Article 39

DEEMED MARINE LICENCE UNDER THE 2009 ACT— GENERATION ASSETS

PART 1

LICENSED MARINE ACTIVITIES

1.—(1) In this licence—

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

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

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

"array area" means that part of the offshore Order limits in which Work Nos. 1 and 2 may be undertaken as shown on the offshore works plan;

"array cable" means the network of offshore subsea cable circuits comprising Work No. 2 connecting the wind turbine generators in Work No. 1 to each other and to the offshore substations authorised pursuant to licence 2 (transmission);

"array periphery" means the outermost edge of the infrastructure to be constructed as Work No. 1 as described in Part 1 of Schedule 1 (authorised development) and identified in the design plan to be approved pursuant to condition 11 of the deemed marine licences;

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this licence;

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

"authorised scheme" means Work Nos. 1 and 2 together with any ancillary works described in paragraph 3 of Part 1 of this licence or any part of those works;

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

"cable crossings" means the crossing of existing subsea transmission cables or pipelines or other existing infrastructure by the array cables authorised by the Order together with physical protection measures including cable protection;

"cable protection" means measures for the protection of cable circuits from physical damage and exposure including but not limited to concrete mattresses and/or rock placement, bagged solutions filled with stone, rock or gravel, grout, concrete or other materials, and protective shells or sheaths;

"commence" means the first carrying out of any licensed marine activities or any part of the authorised scheme authorised by this marine licence, save for operations consisting of pre-

(**a**) 2004 c. 20.
(**b**) 2008 c. 29.
(**c**) 2009 c. 23.

construction surveys and monitoring approved under this licence and "commenced" and "commencement" must be construed accordingly;

"condition" means a condition in Part 2 of this licence;

"Defence Infrastructure Organisation Safeguarding" means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

"draft piling marine mammal mitigation protocol" means the document certified as the draft piling marine mammal mitigation protocol by the Secretary of State under article 49 (certification of plans and documents etc) of the Order;

"draft UXO marine mammal mitigation protocol" means the document certified as the draft UXO marine mammal mitigation protocol by the Secretary of State under article 49 (certification of plans and documents etc) of the Order;

"enforcement officer" means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

"environmental statement" means the document certified as the environmental statement by the Secretary of State for the purposes of the Order article 49 (certification of plans and documents etc);

"flow energy dissipation devices" means solutions that dissipate flow energy and entrap sediment, and including options such as frond mats, mats of large, linked hoops, and structures covered with long spikes;

"in-principle sensitive features mitigation plan" means the document certified as the in principle sensitive features mitigation plan by the Secretary of State for the purposes of the Order under article 49 (certification of plans and documents etc);

"intrusive activities" means offshore activities including anchoring of vessels, jacking up of vessels, depositing soil and seabed clearance;

"Kingfisher Fortnightly Bulletin" means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

"LAT" means lowest astronomical tide;

"licence 2 (transmission)" means the licence set out in Schedule 12 (deemed licence under the 2009 Act – transmission assets) of the Order;

"licensed activities" means the activities specified in Part 1 of this licence;

"LiDAR" means the remote sensing method which uses light detection and ranging;

"maintain" includes inspect and survey, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace, to the extent assessed in the environmental statement; and derivatives of "maintain" must be construed accordingly;

"Marine Management Organisation" or "MMO" means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence or any successor in function;

"MCA" means the Maritime and Coastguard Agency;

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

"monopile foundation" means a metal pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

"multileg foundation" means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as, J-tubes, corrosion protection systems and access platforms;

"the offshore in-principle monitoring plan" means the document certified as the offshore in-principle monitoring plan by the Secretary of State for the purposes of the Order under article 49 (certification of plans and documents etc);

"the offshore Order limits" means that part of the Order limits defined by the offshore Order limits and grid coordinates plan and set out in table 1 in Part 1 of Schedule 1 to the Order;

"the offshore Order limits and grid coordinates plan" means the plan certified as the offshore Order limits and grid coordinates plan by the Secretary of State for the purposes of the Order under article 49 (certification of plans and documents etc);

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

(a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage; and

(b) housing accommodation, storage, workshop auxiliary equipment, and facilities for operating, maintaining and controlling the substation or wind turbine generators;

"offshore works plan" means the plan certified as the offshore works plan by the Secretary of State pursuant to article 49 (certification of plans and documents etc) of the Order;

"Order" means the Rampion 2 Offshore Wind Farm Order 2025;

"outline cable burial risk assessment" means the document certified as the outline cable burial risk assessment by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"outline cable specification and installation plan" means the document certified as the outline cable specification and installation plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"outline diver communications plan" means the document certified as the outline diver communications plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"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 for the purposes of the Order under article 49 (certification of plans and documents etc);

"outline marine written scheme of investigation" means the document certified as the outline offshore written scheme of investigation by the Secretary of State for the purpose of the Order under article 49 (certification of plans and documents etc);

"outline offshore operations and maintenance plan" means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"outline project environmental management plan" means the document certified as the outline offshore project environmental management plan by the Secretary of State for the purpose of the Order under article 49 (certification of plans and documents etc);

"outline scour protection and cable protection plan" means the plan or plans certified as the outline scour protection and cable protection plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"pin piles" means cylindrical metal piles driven and/or drilled into the seabed to secure multileg foundations;

"Rampion array area" means that part of the offshore Order limits in which Work Nos. 1 and 2, as defined in The Rampion Offshore Wind Farm Order 2014(**a**), have been undertaken as approved by that Order;

(**a**) S.I 2014/1873, as amended by S.I 2015/1319 and S.I. 2021/535.

"scour protection" means measures to prevent loss of seabed sediment around any structure placed in or on the seabed using methods including rock or gravel placement, concrete mattresses, flow energy dissipation devices or bagged solutions;

"statutory historic body" means the Historic Buildings and Monuments Commission for England or its successor in function;

"statutory nature conservation body" means the appropriate nature conservation body as defined in regulation 5 of the Conservation of Habitats and Species Regulations 2017;

"suction bucket" means a steel cylindrical structure attached to the legs of a multileg foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

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

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

"UXO" means unexploded ordnance;

"undertaker" means Rampion Extension Development Limited or such other person to whom the benefit of this licence is transferred pursuant to the terms of article 5 (benefit of the Order) of the Rampion 2 Offshore Windfarm Order 2025;

"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;

"VHF" means very high frequency;

"wind farm separation zones" means those parts of the array area within which Work No. 1. and Work No. 3(a) as permitted pursuant to licence 2 (generation) may not be constructed as shown on the offshore works plan;

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

"Working in Proximity to Wildlife in the Marine Environment Protocol" means the document certified as Appendix 10 – Further information for action point 42 -proximity to marine wildlife by the Secretary of State for the purpose of this Order under article 49 (certification of plans and documents etc).

(2) A reference to any statute, order, regulation or similar instrument is construed as 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) Unless otherwise indicated—

(a) all times are taken to be Greenwich Mean Time (GMT); and

(b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Marine Management Organisation

Marine Licensing Team

Lancaster House Hampshire Court

Newcastle Business Park

Newcastle upon Tyne

NE4 7YH

Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)
Shoreham office
Pilots' Watch House
Basin Road South
Portslade
West Sussex
BN41 1WD;

(c) Trinity House
Tower Hill
London
EC3N 4DH
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900;

(e) Maritime and Coastguard Agency
UK Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2554;

(f) Centre for Environment, Fisheries and Aquaculture Science
Pakefield Road
Lowestoft
Suffolk
NR33 0HT
Tel: 01502 562 244;

(g) Natural England
4th Floor
Foss House
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 4911;

(h) Historic England
4th Floor, Cannon Bridge House
25 Dowgate Hill
London

EC4R 2YA

Details of licensed marine activities

2. Subject to the licence 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 within the offshore Order limits of the substances and articles specified in paragraph 4;

(b) the disposal of up to 2,568,500 cubic metres of inert material of natural origin and/or dredged material produced during construction drilling or seabed preparation for foundation works comprising Work No. 1, other seabed and preparation and array cable installation works comprising Work No. 2 and the maintenance of such works within the part of the offshore Order limits comprising the array area and provided that such quantity of material permitted to be disposed must take account of and include material disposed of in the array area during the carrying out and maintenance of Work No. 3 as permitted pursuant to licence 2 (transmission);

(c) the construction of works in or over the sea and/or on or under the sea bed;

(d) dredging for the purposes of seabed preparation for foundation works and/or electrical circuit works;

(e) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation; and

(f) site clearance and preparation works including debris removal, levelling, boulder clearance works either by displacement ploughing or subsea grab technique or any other equivalent method and removal of static fishing equipment.

3.—(1) Such activities are authorised in relation to the construction, maintenance and operation of the following in the locations shown on the offshore works plans—

(a) Work No. 1— an offshore wind turbine generating station which is to have a gross electrical output of over 100 megawatts and is to comprise no more than 90 wind turbine generators, with each wind turbine fixed to the seabed by either monopile foundation or multileg foundation and including a connection to the subsea cable circuits comprising Work no. 2(a) or 2(b).

(b) Work No. 2—

(i) a network of subsea cable circuits between the wind turbine generators comprising work No. 1;

(ii) a network of subsea cable circuits between the wind turbine generators comprising Work No. 1 and the offshore substations which may be constructed under licence 2 (transmission) as Work No. 3(a), including one or more cable crossings; and

(iii) connections into the offshore substations comprising Work No. 3(a) which may be constructed under licence 2 (transmission).

(2) In connection with such Work No. 1 and Work No. 2 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act 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 and the provisions of this licence including—

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

(b) cable protection;

(c) dredging;

(d) the removal of material from the seabed and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation

for foundation works, array cable installation preparation such as sandwave clearance, boulder clearance, and pre-trenching;

(e) removal of static fishing equipment; and

(f) such other works as may be necessary or expedient for the purpose of or in connection with the construction or use of the authorised project and which are within the scope of the environmental impact assessment recorded in the environmental statement.

(3) In connection with such Work Nos. 1 and 2 ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

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

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

4. The substances or articles authorised for deposit at sea are—

(a) iron and steel, copper and aluminium;

(b) stone and rock;

(c) concrete;

(d) sand and gravel;

(e) plastic and synthetic material;

(f) material extracted from within the offshore Order limits during construction drilling or seabed preparation for foundation works seabed preparation works and cable installation; and

(g) marine coatings, other chemicals and timber.

5.—(1) The grid coordinates for that part of the offshore Order limits where those parts of the authorised project comprising Work No. 1 and 2(c) may be carried out as shown on the offshore works plans are specified below—

Point	*Latitude*	*Longitude*	*Point*	*Latitude*	*Longitude*
1	50° 39’ 1.7938″	-000° 36’ 8.7262″	71	50° 39’ 27.3702″	-000° 30’ 22.4457″
2	50° 39’ 24.3939″	-000° 33’ 40.8674″	72	50° 39’ 27.5636″	-000° 30’ 20.9233″
3	50° 39’ 38.5128″	-000° 32’ 8.3008″	73	50° 39’ 27.7675″	-000° 30’ 19.3961″
4	50° 39’ 38.0150″	-000° 32’ 7.9507″	74	50° 39’ 27.9818″	-000° 30’ 17.8647″
5	50° 39’ 37.5445″	-000° 32’ 7.5894″	75	50° 39’ 28.2064″	-000° 30’ 16.3295″
6	50° 39’ 37.0814″	-000° 32’ 7.2019″	76	50° 39’ 28.4413″	-000° 30’ 14.7911″
7	50° 39’ 36.6259″	-000° 32’ 6.7883″	77	50° 39’ 28.6863″	-000° 30’ 13.2497″
8	50° 39’ 36.1781″	-000° 32’ 6.3487″	78	50° 39’ 28.9415″	-000° 30’ 11.7061″
9	50° 39’ 35.7382″	-000° 32’ 5.8833″	79	50° 39’ 29.2067″	-000° 30’ 10.1605″
10	50° 39’ 35.3062″	-000° 32’ 5.3922″	80	50° 39’ 29.4819″	-000° 30’ 8.6135″
11	50° 39’ 34.8823″	-000° 32’ 4.8755″	81	50° 39’ 29.7669″	-000° 30’ 7.0655″

12	50° 39’ 34.4667″	-000° 32’ 4.3334″	82	50° 39’ 30.0618″	-000° 30’ 5.5171″
13	50° 39’ 34.0594″	-000° 32’ 3.7661″	83	50° 39’ 30.3663″	-000° 30’ 3.9686″
14	50° 39’ 33.6606″	-000° 32’ 3.1737″	84	50° 39’ 30.6804″	-000° 30’ 2.4206″
15	50° 39’ 33.2705″	-000° 32’ 2.5565″	85	50° 39’ 31.0041″	-000° 30’ 0.8735″
16	50° 39’ 32.8890″	-000° 32’ 1.9146″	86	50° 39’ 31.3371″	-000° 29’ 59.3278″
17	50° 39’ 32.5164″	-000° 32’ 1.2482″	87	50° 39’ 31.6795″	-000° 29’ 57.7840″
18	50° 39’ 32.1528″	-000° 32’ 0.5575″	88	50° 39’ 32.0310″	-000° 29’ 56.2425″
19	50° 39’ 31.7982″	-000° 31’ 59.8427″	89	50° 39’ 32.3917″	-000° 29’ 54.7039″
20	50° 39’ 31.4528″	-000° 31’ 59.1040″	90	50° 39’ 32.7613″	-000° 29’ 53.1685″
21	50° 39’ 31.1167″	-000° 31’ 58.3418″	91	50° 39’ 33.1398″	-000° 29’ 51.6369″
22	50° 39’ 30.7900″	-000° 31’ 57.5561″	92	50° 39’ 33.5271″	-000° 29’ 50.1095″
23	50° 39’ 30.4727″	-000° 31’ 56.7473″	93	50° 39’ 33.9230″	-000° 29’ 48.5867″
24	50° 39’ 30.1651″	-000° 31’ 55.9155″	94	50° 39’ 34.3275″	-000° 29’ 47.0691″
25	50° 39’ 29.8671″	-000° 31’ 55.0611″	95	50° 39’ 34.7403″	-000° 29’ 45.5571″
26	50° 39’ 29.5788″	-000° 31’ 54.1843″	96	50° 39’ 35.1614″	-000° 29’ 44.0512″
27	50° 39’ 29.3005″	-000° 31’ 53.2853″	97	50° 39’ 35.5907″	-000° 29’ 42.5518″
28	50° 39’ 29.0320″	-000° 31’ 52.3645″	98	50° 39’ 36.0279″	-000° 29’ 41.0593″
29	50° 39’ 28.7736″	-000° 31’ 51.4221″	99	50° 39’ 36.4731″	-000° 29’ 39.5743″
30	50° 39’ 28.5253″	-000° 31’ 50.4584″	100	50° 39’ 36.9260″	-000° 29’ 38.0972″
31	50° 39’ 28.2871″	-000° 31’ 49.4737″	101	50° 39’ 37.3865″	-000° 29’ 36.6284″
32	50° 39’ 28.0592″	-000° 31’ 48.4683″	102	50° 39’ 37.8544″	-000° 29’ 35.1684″
33	50° 39’ 27.8416″	-000° 31’ 47.4425″	103	50° 39’ 38.3297″	-000° 29’ 33.7176″
34	50° 39’ 27.6344″	-000° 31’ 46.3966″	104	50° 40’ 22.3750″	-000° 27’ 19.7685″
35	50° 39’ 27.4376″	-000° 31’ 45.3309″	105	50° 40’ 53.6018″	-000° 23’ 53.4563″
36	50° 39’ 27.2513″	-000° 31’ 44.2459″	106	50° 37’ 23.6536″	-000° 27’ 24.4299″
37	50° 39’ 27.0756″	-000° 31’ 43.1417″	107	50° 36’ 38.8171″	-000° 27’ 24.4229″

38	50° 39’ 26.9105″	-000° 31’ 42.0187″	108	50° 36’ 16.5551″	-000° 29’ 46.1531″
39	50° 39’ 26.7561″	-000° 31’ 40.8773″	109	50° 36’ 12.3786″	-000° 30’ 12.7043″
40	50° 39’ 26.6123″	-000° 31’ 39.7178″	110	50° 35’ 33.2206″	-000° 34’ 21.0588″
41	50° 39’ 26.4793″	-000° 31’ 38.5406″	111	50° 35’ 29.7384″	-000° 34’ 43.2949″
42	50° 39’ 26.3572″	-000° 31’ 37.3460″	112	50° 35’ 11.5476″	-000° 36’ 40.5405″
43	50° 39’ 26.2458″	-000° 31’ 36.1344″	113	50° 35’ 8.6938″	-000° 36’ 58.9128″
44	50° 39’ 26.1453″	-000° 31’ 34.9062″	114	50° 35’ 8.5860″	-000° 37’ 35.2466″
45	50° 39’ 26.0557″	-000° 31’ 33.6617″	115	50° 35’ 15.1952″	-000° 37’ 36.0920″
46	50° 39’ 25.9770″	-000° 31’ 32.4013″	116	50° 35’ 17.9985″	-000° 37’ 36.4578″
47	50° 39’ 25.9093″	-000° 31’ 31.1254″	117	50° 35’ 18.0869″	-000° 37’ 36.4693″
48	50° 39’ 25.8526″	-000° 31’ 29.8344″	118	50° 35’ 25.0537″	-000° 37’ 37.3783″
49	50° 39’ 25.8068″	-000° 31’ 28.5286″	119	50° 35’ 31.1113″	-000° 37’ 38.1688″
50	50° 39’ 25.7720″	-000° 31’ 27.2086″	120	50° 35’ 52.0407″	-000° 37’ 40.9002″
51	50° 39’ 25.7482″	-000° 31’ 25.8746″	121	50° 36’ 22.3039″	-000° 37’ 44.8508″
52	50° 39’ 25.7355″	-000° 31’ 24.5271″	122	50° 36’ 24.7136″	-000° 37’ 45.1655″
53	50° 39’ 25.7337″	-000° 31’ 23.1665″	123	50° 36’ 36.3272″	-000° 37’ 46.6819″
54	50° 39’ 25.7265″	-000° 30’ 47.1665″	124	50° 37’ 8.9157″	-000° 37’ 51.3889″
55	50° 39’ 25.7358″	-000° 30’ 45.7932″	125	50° 37’ 14.4423″	-000° 37’ 52.1326″
56	50° 39’ 25.7561″	-000° 30’ 44.4076″	126	50° 37’ 26.2596″	-000° 37’ 53.7231″
57	50° 39’ 25.7874″	-000° 30’ 43.0102″	127	50° 37’ 33.2783″	-000° 37’ 54.6678″
58	50° 39’ 25.8297″	-000° 30’ 41.6014″	128	50° 37’ 47.0466″	-000° 37’ 56.5213″
59	50° 39’ 25.8830″	-000° 30’ 40.1815″	129	50° 37’ 52.4650″	-000° 37’ 57.2507″
60	50° 39’ 25.9472″	-000° 30’ 38.7511″	130	50° 37’ 55.7250″	-000° 37’ 57.5509″
61	50° 39’ 26.0225″	-000° 30’ 37.3106″	131	50° 39’ 1.7938″	-000° 36’ 8.7262″
62	50° 39’ 26.1086″	-000° 30’ 35.8603″	132	50° 35’ 26.4347″	-000° 14’ 9.0079″
63	50° 39’ 26.2056″	-000° 30’ 34.4008″	133	50° 35’ 43.9510″	-000° 20’ 7.3806″

64	50° 39’ 26.3136″	-000° 30’ 32.9325″	134	50° 36’ 55.0393″	-000° 20’ 30.4937″
65	50° 39’ 26.4323″	-000° 30’ 31.4559″	135	50° 38’ 29.1370″	-000° 10’ 42.0738″
66	50° 39’ 26.5619″	-000° 30’ 29.9713″	136	50° 36’ 40.5733″	-000° 10’ 7.2790″
67	50° 39’ 26.7022″	-000° 30’ 28.4793″	137	50° 35’ 56.8348″	-000° 12’ 29.9698″
68	50° 39’ 26.8532″	-000° 30’ 26.9803″	138	50° 35’ 46.1905″	-000° 13’ 4.6597″
69	50° 39’ 27.0149″	-000° 30’ 25.4747″	139	50° 35’ 26.4347″	-000° 14’ 9.0079″
70	50° 39’ 27.1873″	-000° 30’ 23.9630″	140		

(2) The grid coordinates for that part of the offshore Order limits where those parts of the authorised project comprising Work No. 2(a) and 2(b) may be carried out as shown on the offshore works plans are specified below—

Point	*Longitude*	*Latitude*	*Point*	*Longitude*	*Latitude*
1	50° 39’ 52.3821″	-000° 30’ 37.2248″	48	50° 39’ 22.9375″	-000° 11’ 0.1216″
2	50° 41’ 11.3500″	-000° 21’ 55.8599″	49	50° 39’ 22.9921″	-000° 10’ 59.8545″
3	50° 39’ 53.9451″	-000° 21’ 30.9561″	50	50° 39’ 23.0026″	-000° 10’ 59.8032″
4	50° 38’ 43.2945″	-000° 21’ 8.2445″	51	50° 39’ 23.0301″	-000° 10’ 59.6688″
5	50° 38’ 11.9503″	-000° 20’ 58.1743″	52	50° 39’ 23.0417″	-000° 10’ 59.6121″
6	50° 37’ 42.3197″	-000° 20’ 48.6579″	53	50° 39’ 23.0889″	-000° 10’ 59.3814″
7	50° 37’ 32.8206″	-000° 20’ 45.6028″	54	50° 36’ 40.5733″	-000° 10’ 7.2790″
8	50° 37’ 32.7858″	-000° 20’ 45.5916″	55	50° 35’ 56.8348″	-000° 12’ 29.9698″
9	50° 37’ 32.7633″	-000° 20’ 45.5843″	56	50° 35’ 46.1905″	-000° 13’ 4.6597″
10	50° 37’ 22.7987″	-000° 20’ 42.3409″	57	50° 35’ 44.4347″	-000° 14’ 9.0079″
11	50° 38’ 31.7775″	-000° 16’ 26.9705″	58	50° 35’ 44.1096″	-000° 20’ 10.6548″
12	50° 38’ 13.3226″	-000° 16’ 17.0707″	59	50° 36’ 25.6547″	-000° 21’ 2.8378″
13	50° 38’ 41.3993″	-000° 14’ 22.9538″	60	50° 36’ 27.9442″	-000° 21’ 5.7145″
14	50° 39’ 19.2087″	-000° 11’ 18.3535″	61	50° 36’ 33.7315″	-000° 21’ 12.9866″
15	50° 39’ 19.3373″	-000° 11’ 17.7245″	62	50° 36’ 36.0255″	-000° 21’ 15.9940″
16	50° 39’ 19.5025″	-000° 11’ 16.9170″	63	50° 36’ 42.3252″	-000° 21’ 24.2532″
17	50° 39’ 19.6186″	-000° 11’ 16.3492″	64	50° 36’ 50.0795″	-000° 21’ 34.4205″

18	50° 39’ 19.6908″	-000° 11’ 15.9965″	65	50° 37’ 0.5900″	-000° 21’ 48.2036″
19	50° 39’ 19.7648″	-000° 11’ 15.6344″	66	50° 37’ 2.6269″	-000° 21’ 50.8749″
20	50° 39’ 20.4130″	-000° 11’ 12.4655″	67	50° 37’ 26.1929″	-000° 22’ 21.7880″
21	50° 39’ 20.4164″	-000° 11’ 12.4490″	68	50° 37’ 27.1480″	-000° 22’ 23.0411″
22	50° 39’ 20.6912″	-000° 11’ 11.1054″	69	50° 36’ 38.8171″	-000° 27’ 24.4229″
23	50° 39’ 20.6985″	-000° 11’ 11.0695″	70	50° 36’ 16.5551″	-000° 29’ 46.1531″
24	50° 39’ 20.7558″	-000° 11’ 10.7896″	71	50° 36’ 12.3786″	-000° 30’ 12.7043″
25	50° 39’ 20.7809″	-000° 11’ 10.6668″	72	50° 35’ 33.2206″	-000° 34’ 21.0588″
26	50° 39’ 20.8160″	-000° 11’ 10.4952″	73	50° 35’ 29.7384″	-000° 34’ 43.2949″
27	50° 39’ 20.8413″	-000° 11’ 10.3711″	74	50° 35’ 11.5476″	-000° 36’ 40.5405″
28	50° 39’ 20.8647″	-000° 11’ 10.2572″	75	50° 35’ 8.6938″	-000° 36’ 58.9128″
29	50° 39’ 20.8985″	-000° 11’ 10.0916″	76	50° 35’ 8.5860″	-000° 37’ 35.2466″
30	50° 39’ 20.9320″	-000° 11’ 9.9280″	77	50° 35’ 15.1952″	-000° 37’ 36.0920″
31	50° 39’ 20.9471″	-000° 11’ 9.8539″	78	50° 35’ 17.9985″	-000° 37’ 36.4578″
32	50° 39’ 20.9846″	-000° 11’ 9.6706″	79	50° 35’ 18.0869″	-000° 37’ 36.4693″
33	50° 39’ 21.0187″	-000° 11’ 9.5038″	80	50° 35’ 25.0537″	-000° 37’ 37.3783″
34	50° 39’ 21.0425″	-000° 11’ 9.3875″	81	50° 35’ 31.1113″	-000° 37’ 38.1688″
35	50° 39’ 21.0907″	-000° 11’ 9.1519″	82	50° 35’ 32.0407″	-000° 37’ 40.9002″
36	50° 39’ 21.1078″	-000° 11’ 9.0682″	83	50° 36’ 22.3039″	-000° 37’ 44.8508″
37	50° 39’ 21.1552″	-000° 11’ 8.8368″	84	50° 36’ 24.7136″	-000° 37’ 45.1655″
38	50° 39’ 21.1689″	-000° 11’ 8.7697″	85	50° 36’ 36.3272″	-000° 37’ 46.6819″
39	50° 39’ 21.1691″	-000° 11’ 8.7686″	86	50° 37’ 8.9157″	-000° 37’ 51.3889″
40	50° 39’ 21.2393″	-000° 11’ 8.4254″	87	50° 37’ 14.4423″	-000° 37’ 52.1326″
41	50° 39’ 21.2579″	-000° 11’ 8.3344″	88	50° 37’ 26.2596″	-000° 37’ 53.7231″
42	50° 39’ 21.2943″	-000° 11’ 8.1562″	89	50° 37’ 33.2783″	-000° 37’ 54.6678″
43	50° 39’ 21.3304″	-000° 11’ 7.9801″	90	50° 37’ 47.0466″	-000° 37’ 56.5213″

44	50° 39’ 21.3412″	-000° 11’ 7.9272″	91	50° 37’ 52.4650″	-000° 37’ 57.2507″
45	50° 39’ 22.1787″	-000° 11’ 3.8321″	92	50° 37’ 55.7250″	-000° 37’ 57.5509″
46	50° 39’ 22.8501″	-000° 11’ 0.5488″	93	50° 39’ 1.7938″	-000° 36’ 8.7262″
47	50° 39’ 22.8994″	-000° 11’ 0.3078″	94	50° 39’ 24.3939″	-000° 33’ 40.8674″

6. This licence remains in force until the authorised project has been decommissioned 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, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of sections 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 only apply to a transfer not falling within article 5 (benefit of the Order) of the Order.

8. With respect to any condition which requires the authorised scheme or licensed activities to be carried out in accordance with the plans, protocols or statements approved under this licence, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

9. Any amendments to or variations from the approved plans, protocols or statements must be in accordance with the principles and assessments set out in the environmental statement and approval for an amendment or variation may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the MMO that the amendment or variation is unlikely to give rise to any new or materially different environmental effects from those assessed in the environmental statement.

PART 2

CONDITIONS

Design parameters

1.—(1) The total number of wind turbine generators comprised in the authorised scheme must be no more than 90 having a total rotor swept area of no more than 4.45 square kilometres.

(2) Subject to sub-paragraph (3), each wind turbine generator forming part of the authorised scheme must have—

(a) a height of no more than 325 metres when measured from LAT to the tip of the vertical blade;

(b) a rotor diameter of no more than 295 metres;

(c) a distance of no less than 22 metres from MHWS to the lowest point of the rotating blade; or

(d) a distance of no less than 830 metres from the nearest wind turbine generator in all directions,

and the authorised scheme will comprise turbines of a uniform height and rotor diameter.

(3) The reference in sub-paragraph (2)(d) to the location of a wind turbine generator is a reference to the centre point of that wind turbine generator.

(4) Wind turbine generator foundation structures forming part of the authorised scheme must have either a monopile foundation, or multileg foundation.

(5) Wind turbine generator—

(a) multileg foundations employing pin piles forming part of the authorised scheme must have—

(i) no more than 4 legs per foundation;

(ii) no more than 4 pin piles per foundation; and

(iii) a pin pile diameter of no greater than 4.5 metres;

(b) multileg foundations with suction bucket must have—

(i) no more than 4 legs per wind turbine generator;

(ii) a suction bucket diameter of no more than 15 metres; and

(iii) a suction bucket penetration of no more than 25 metres; and

(c) monopile foundation forming part of the authorised scheme may have a diameter no greater than 13.5 metres.

(6) The total volume of scour protection for wind turbine generators (where necessary) must be no more than 1,215,000 cubic metres with a maximum footprint of 405,000 square metres.

2.—(1) The total length of the array cables comprising Work No. 2 must be no more than 250 kilometres.

(2) The total volume of cable protection comprising Work No. 2 must be no more than 175,000 cubic metres with a maximum footprint of 300,000 square metres.

(3) The number of cable crossings comprising Work No. 2 must be no more than four unless otherwise agreed with the MMO.

(4) The maximum area impacted by cable crossings must be no more than 10,000 square metres.

(5) The total volume of cable protection for cable crossings must be no more than 20,000 cubic metres (pre- and post-lay).

(6) Any cable protection authorised under this licence must be deployed within 10 years from the commencement of the authorised scheme unless otherwise agreed in writing with the MMO.

(7) The array cables comprising Work No. 2 must be installed using one or more of the following installation methods: ploughing, trenching or jetting and are to be installed at a target burial depth of 1 metre below seabed surface.

Maintenance of the authorised scheme

3.—(1) No less than four months prior to the completion of construction of the authorised scheme the undertaker must submit to the MMO for approval an operations and maintenance plan which accords with the outline offshore operations and maintenance plan.

(2) The undertaker may at any time maintain the authorised scheme, except to the extent that this licence or an agreement made under this licence provides otherwise. All operation and maintenance activities must be carried out in accordance with the approved operations and maintenance plan unless otherwise agreed in writing between the undertaker and the MMO.

(3) No maintenance works whose likely effects are not assessed in the environmental statement may be carried out, unless otherwise approved by the MMO.

(4) Maintenance works include but are not limited to—

(a) major wind turbine component or offshore substation platform replacement;

(b) painting wind turbine generators or offshore substation platforms;

(c) bird waste removal;

(d) cable remedial burial;

(e) array cable repairs;

(f) access ladder replacement;

(g) wind turbine generator anode replacement; and

(h) J-tube repair/replacement.

(5) Where the MMO's approval is required under paragraph (3), approval may be given only where it has been demonstrated to the satisfaction of the MMO that the works for which approval is sought are unlikely to give rise to any new or materially different effects from those assessed in the environmental statement.

Extension of time periods

4. Any time period in this licence given to either the undertaker or the MMO may be extended with the written agreement of the other party.

Notifications and inspection

5.—(1) The undertaker must ensure that—

(a) a copy of this 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 MMO in accordance with condition 15; and

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 15; and

(b) within 28 days of receipt of a copy of this licence those persons referred to in sub-paragraph (a) must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 15 are permitted to carry out the authorised scheme.

(3) Copies of this 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 or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer 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 MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the authorised scheme or any part thereof and within five days of the completion of the authorised scheme.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to kingfisher@seafish.co.uk of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme—

(a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) completion of construction of all offshore activities within five days thereof,

and confirmation of notification must be provided to the MMO within five days thereof.

(8) A notice to mariners must be issued at least 14 days prior to the commencement of the authorised scheme or any part thereof advising of the relevant start date and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) Local notifications to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works (unless otherwise agreed in writing) and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction programme approved under condition 11(1)(b). Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(10) The undertaker must notify the UKHO of the completion of construction (within 14 days) of the authorised scheme in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO and the MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised scheme or any part thereof excluding the exposure of cables the undertaker must as soon as possible and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UKHO and issue a notice to mariners and regional fisheries contacts.

(12) In case of cable exposure on or above the seabed, the undertaker must within three days following identification by the undertaker notify mariners by issuing a notice to mariners, regional fisheries contacts and notify the Kingfisher Information Service of Seafish of the location of the exposure and copies of all such notices must be provided to the MMO, MCA, Trinity House and UKHO within five days.

Aids to navigation

6.—(1) The undertaker must during the whole period from commencement of the authorised scheme to completion of decommissioning 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 period from the start of construction of the authorised scheme to completion of decommissioning of the authorised scheme keep Trinity House, the MMO, MCA and UKHO informed of progress of the authorised scheme including the following—

(a) notice of commencement of construction of the authorised scheme 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 scheme.

(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 11(1)(o) using the reporting system provided by Trinity House.

(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 MMO 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 condition 5(11) or 5(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.

Colour of structures

7.—(1) The undertaker must colour all structures yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1), unless the MMO otherwise directs, the undertaker must ensure that the remainder of the structures are painted light grey (colour code RAL 7035).

Aviation safety

8.—(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 determined necessary for aviation safety following 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 scheme unless otherwise agreed with the Ministry of Defence.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority, NATS (En Route) plc and the MMO, at least 14 days prior to the commencement of the authorised scheme, in writing of the following information—

(a) the date of the commencement of construction of the authorised scheme;

(b) the date any wind turbine generators are intended to be brought into use;

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

(d) the maximum height of any wind turbine generator to be constructed; and

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

and the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised scheme. Copies of such notifications must be provided to the MMO within five working days of the notification to the Defence Infrastructure Organisation Safeguarding.

(3) Within 14 days of the commencement of construction of the authorised scheme the undertaker must submit an operational lighting scheme for the lighting of structures above 60 metres in height to the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority which must include the proposed intensity levels.

(4) The authorised scheme must not be commissioned unless and until the lighting scheme submitted pursuant to sub-paragraph (3) has been approved and implemented.

(5) The lights installed in accordance with sub-paragraphs (1) and (4) will be operated at the lowest permissible lighting intensity level.

Chemicals, drilling and debris

9.—(1) Unless otherwise agreed in writing by the MMO all chemicals and substances including paints and coatings used below the MHWS for the undertaking of the licensed activities must be approved in writing by the MMO prior to use. Submission for approval to the MMO must take place no later than ten weeks prior to use, unless otherwise agreed to by the MMO in writing.

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The undertaker must ensure that only inert material of natural origin, drilling mud and dredged material, produced during the drilling installation of or seabed preparation for foundations, and sandwave clearance works is disposed of within the extent of the offshore Order limits. Any material of anthropogenic origin will be screened out and disposed of at an appropriate waste facility onshore. The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order by reference to the disposal site identifier agreed with the MMO, by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

(4) 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.

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

(5) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the MMO Local Office within 48 hours and if the MMO reasonably considers, following consultation with the MCA and Trinity House, such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(6) 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 should be contained to prevent run off entering the water through the freeing ports.

(7) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan approved under condition 11(1)(d)(i).

(8) All dropped objects must be reported to the MMO using the dropped object procedure form as soon as reasonably practicable and in any event within 24 hours following the undertaker becoming aware of an incident. On receipt of the dropped object procedure form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and on receipt of such surveys the MMO may require obstructions which are hazardous to other marine users to be removed from the seabed at the undertaker's expense if reasonable to do so.

Force majeure

10.—(1) If, 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 of the vessel is threatened, within 48 hours full details of the circumstances of the deposit must be notified to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

11.—(1) The authorised scheme or any part thereof must not commence until the following (insofar as relevant to that part) has been submitted to and approved in writing by the MMO, following consultation with (where relevant) Natural England, Trinity House and the MCA—

(a) a design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, which shows—

(i) the proposed location, including grid co-ordinates of the centre point of the proposed location for each wind turbine generator, offshore substation permitted pursuant to licence 2 (transmission) and for the array periphery and choice of foundation types and depths for all wind turbine generators;

(ii) the number, specifications (including lighting protection) and dimensions of the wind turbine generators;

(iii) the proposed length location and arrangement of the array cables comprising Work No. 2;

(iv) the dimensions of all monopile foundations or multileg foundations;

(v) any exclusion zones/environmental micrositing requirements due to marine heritage constraints, environmental constraints or difficult ground conditions discovered post approval under this condition 11 (pre-construction plans and documentation) and condition 16 (pre-construction monitoring and surveys); and

(vi) that the details set out in relation to sub-paragraphs (i) to (v) do not prevent that part of the wind farm separation zone oriented north to south being open and navigable for all vessels and compliant with Marine Guidance Note (MGN) 654,

to ensure conformity with the description of Work Nos. 1 and 2 and compliance with conditions 1 to 3;

(b) a construction programme to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant delivery of materials and installation works; and

(iii) an indicative written construction programme for all wind turbine generators and array cable installation works comprised Work Nos. 1 and 2 at paragraph 3 of Part 1 (licenced marine activities) of this Schedule (insofar as not shown in sub-paragraph (ii)),

unless otherwise agreed in writing with the MMO;

(c) a construction method statement in accordance with the construction methods assessed in the environmental statement including details of—

(i) foundation installation methodology, including a dredging protocol, piling methods, including maximum proposed hammer energy, drilling methods and disposal of drill arisings and material extracted to include seabed preparation for foundation where relevant;

(ii) advisory safe passing distances for vessels around construction sites;

(iii) advisory exclusion zones during any piling activities;

(iv) array cable installation method including a dredging protocol array cable installation works and minimisation of direct and indirect seabed disturbance footprint for the array cable;

(v) any exclusion zones/environmental micrositing requirements for cable routing;

(vi) contractors;

(vii) vessels and vessels transit corridors;

(viii) associated ancillary works;

(ix) guard vessels to be employed; and

(x) carbon measuring and reporting;

(d) a project environment management plan which accords with the outline project environment management plan, which must be submitted to the MMO at least six months prior to commencement of the authorised scheme or the relevant part thereof, to include details of—

(i) a marine pollution contingency plan which accords with the outline marine pollution contingency plan comprising part of the outline project environmental management plan, to address the risks, methods and procedures to deal with any spills and collision incidents arising from the authorised scheme in relation to all activities carried out;

(ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;

(iii) a marine biosecurity plan detailing how the risk of introduction and spread of invasive non-native species will be minimised; and

(iv) waste management and disposal arrangements;

(e) a vessel traffic monitoring strategy which accords with the outline vessel traffic monitoring strategy comprising part of the offshore in-principle monitoring plan which must include—

(i) vessel traffic monitoring by automatic identification system for the duration of the construction period;

(ii) post-construction vessel traffic monitoring by automatic identification system for the period of three consecutive years following the completion of construction of authorised scheme; and

(iii) submission of a report to the MMO, Trinity House and the MCA at the end of each year of the construction period and the following three years post-construction;

(f) a vessel management plan including a code of conduct for vessel operators incorporating the Working in Proximity to Wildlife in the Marine Environment Protocol which shall apply, during both the construction and the operational lifetime of the authorised scheme;

(g) a fisheries liaison and co-existence plan which accords with the outline fisheries liaison and co-existence plan;

(h) a diver communication plan which accords with the outline diver communication plan;

(i) a scour protection and cable protection plan which accords with the outline scour protection and cable protection plan providing details of the need, type, sources, quantity and installation methods for scour protection, which must be updated and resubmitted for approval if changes to it are proposed following array cable laying operations;

(j) a monitoring plan which accords with the offshore in-principle monitoring plan and is to detail proposals for pre-construction monitoring surveys, construction monitoring, post-construction monitoring and related reporting;

(k) a sensitive features mitigation plan which accords with the in-principle sensitive features mitigation plan which must be submitted to the MMO at least six months prior to commencement of the authorised scheme or the relevant part thereof and is to include spatial and temporal restrictions on piling activities;

(l) in the event that driven or part-driven pile foundations are proposed to be used—

(i) the hammer energy used to drive or part-drive the pile foundations must not exceed—

(aa) 4,400kJ in respect of monopile foundations; and

(bb) 2,500kJ in respect of pin piles;

(ii) a piling marine mammal mitigation protocol which accords with the draft piling marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, including details of soft start procedures with specified duration periods following current best practice as advised by the relevant statutory nature conservation bodies;

(m) a UXO marine mammal mitigation protocol which accords with the draft UXO marine mammal mitigation protocol;

(n) a cable specification and installation plan which accords with the outline cable specification and installation plan, to include—

(i) technical specification of offshore cable circuits on or below the seabed, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable burial depth in accordance with industry good practice;

(ii) a sandwave and other seabed clearance plan for all designated sites affected, including details of the volumes of material to be dredged, timing of works, locations for disposal and monitoring proposals;

(iii) a detailed cable laying plan for the Order limits, incorporating a burial risk assessment which accords with the outline cable burial risk assessment, encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% 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;

(iv) proposals for the volume and areas of cable protection to be used for each cable crossing (if any) and arrangements for crossing and proximity agreements to be put in place with existing subsea pipelines and cable operators;

(v) proposals for monitoring array cables including cable protection during the operational lifetime of the authorised scheme which includes a risk-based approach to the management of unburied or shallow buried cables; and

(vi) proposals for any necessary mitigation that may be required as a result of further site investigations, which must be approved by the MMO, in consultation with Natural England, prior to commencement of licensed activities;

(o) an aid to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 6 (aids to navigation) from the commencement of construction of the authorised scheme to the completion of decommissioning; and

(p) a great black-backed gull monitoring plan, which must detail proposals for pre-construction monitoring surveys, post-construction monitoring and related reporting

(2) The authorised scheme must not commence unless no later than six months prior to the commencement a written scheme of investigation has been submitted to and approved by the MMO, following consultation with the statutory historic body, in accordance with the outline marine written scheme of investigation, and in accordance with industry good practice, following consultation with the statutory historic body to include—

(a) details of responsibilities of the undertaker, archaeological consultant and contractor;

(b) a methodology for further site investigation and surveys including any targets locations and specifications for geophysical geotechnical and diver or remotely operated vehicle investigations, removal of archaeological finds if required, and including for unexploded ordnance;

(c) archaeological analysis of survey data, and timetable for reporting, which is to be submitted to the MMO within six months of any survey being completed;

(d) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones and/or micrositing prior to construction;

(e) monitoring of archaeological exclusion zones during and post construction;

(f) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, 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 MMO and the statutory historic body that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;

(g) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and

(h) a timetable for further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the relevant parts of the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.

(3) Pre-commencement archaeological investigations and pre-commencement material operations which involve intrusive activities must only take place in accordance with a specific written scheme of investigation (which must accord with the details set out in the outline marine written scheme of investigation) which has been submitted to and approved by the MMO.

12.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 11 (save for those required under conditions 11(1)(j) and 11(1)(p)) must be submitted for approval at least four months prior to the intended commencement of the authorised scheme or relevant part thereof, except where otherwise stated or otherwise agreed in writing by the MMO.

(2) The monitoring plan required under condition 11(1)(j) must be submitted in accordance with the following, unless otherwise agreed in writing with the MMO—

(a) at least six months prior to the first survey, detail of any pre-construction surveys and an outline of all proposed monitoring;

(b) at least six months prior to construction, detail on construction monitoring; and

(c) at least six months prior to commissioning, detail of post-construction (and operational) monitoring.

(3) The monitoring plan required under condition 11(1)(p) must be submitted in accordance with the following, unless otherwise agreed in writing with the MMO, in consultation with Natural England—

(a) at least six months prior to the first survey, detail of any proposed pre-construction monitoring; and

(b) at least six months prior to commissioning, detail of any proposed post-construction and operational monitoring.

(4) The MMO must determine an application for approval made under condition 11 within a period of four months commencing on the date the application is received by the MMO, except where an application is required to be made no less than six months prior to the intended commencement of the authorised scheme or relevant activity in which case the MMO must determine the application for approval within the period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(5) No part of the authorised scheme may commence until for that relevant part of the authorised scheme the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 11.

(6) The authorised scheme must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 11, unless otherwise agreed in writing by the MMO, in consultation with (where relevant) Natural England.

Safety Zones

13. The authorised scheme or relevant part thereof must not commence until (insofar as relevant to the part of the authorised scheme) an application has been made to the Secretary of State for a safety zone for the relevant activities pursuant to the 2004 Act.

Offshore safety management

14. No part of the authorised scheme may commence until the MMO, following consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that part of the authorised scheme, adequately addressed all MCA recommendations as appropriate to the authorised scheme contained within MGN654 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues" and its annexes.

Reporting of engaged agents, contractors and vessels

15.—(1) The undertaker must provide the following information to the MMO—

(a) the name and function of any agent or contractor appointed to engage in the authorised scheme no less than 24 hours before the agent, contractor or subcontractor carries out any part of the authorised scheme; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the authorised scheme.

(2) Any changes to the name and function of the specified agent, contractor or subcontractor that will carry out the specified licenced activities or vessel to be used must be notified to the MMO in writing prior to the agent, contractor, subcontractor or vessel carrying out the relevant part of the authorised scheme.

(3) The undertaker must ensure that a copy of this licence and any subsequent revisions or amendments has been provided to any agents, contractors or subcontractors that will carry out the part of the authorised scheme on behalf of the undertaker prior to them carrying out any licensed activity.

Pre-construction monitoring and surveys

16.—(1) The undertaker must, in discharging condition 11(1)(j) in respect of surveys and monitoring, provide details of proposed surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report and—

(a) the survey proposals must be in 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; and

(b) the baseline report proposals 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.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this condition, the pre-construction survey proposals must have due regard to the need to undertake—

(a) a full sea floor coverage swath–bathymetry survey undertaken to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar of those parts of the offshore Order limits in which it is proposed to carry out the authorised scheme including proposed cable locations and an appropriate buffer. This should fulfil 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;

(b) a survey to determine the location, extent and composition of chalk habitats, stony reef and potential Sabellaria spinulosa reef features, potential nesting sites for black seabream, and peat and clay exposures as set out within the outline in-principle monitoring plan;

(c) inform future navigation risk assessments as part of the cable specification and installation plan; and

(d) inform the identification of any archaeological exclusion zone and post consent monitoring of any such archaeological exclusion zone.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format and in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO and submitted to the MCA and submitted to the MCA in a form approved pursuant to MGN 654.

(4) The undertaker must, in discharging condition 11(1)(p), submit a monitoring scheme that provides details of proposed pre-construction surveys, including methodologies and timings, and a proposed format, content, and timings for providing pre-construction monitoring reports. The monitoring scheme must be in accordance with the great-black backed gull monitoring plan approved under condition 11(1)(p) and must—

(a) specify each survey's objectives and explain how it will assist in informing a useful and valid comparison with the post-construction position, and how it will enable the validation or otherwise of key predictions in the environmental statement;

(b) have due regard to the need to undertake monitoring to determine the distribution and behaviour of great black-backed gulls within the Rampion array area, and the effectiveness of deterrents in reducing roosting behaviour and level of activity within the Rampion array area; and

(c) 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.

(5) The undertaker must carry out the surveys as agreed under sub-paragraph (4) and provide the pre–construction monitoring reports to the MMO and Natural England in the agreed format and in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO, in consultation with Natural England.

Construction monitoring

17. The undertaker must in discharging condition 11(1)(j) for the monitoring plan for the construction phase provide details of any proposed construction monitoring, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in 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 pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

Post-construction monitoring

18.—(1) The undertaker must, in discharging condition 11(1)(j), submit a monitoring plan for the post-construction monitoring providing details of proposed post-construction surveys, including methodologies (including appropriate buffers, where relevant) and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in accordance with the 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 pre–construction position and/or will enable the validation or otherwise of key predictions in the environmental statement and is to include a survey to determine the location, extent and composition of and Sabellaria spinulosa reef and potential nesting sites for black seabream.

(2) The surveys to be undertaken pursuant to sub-paragraph (1) must include a swath bathymetric survey to IHO Order 1a of those parts of the offshore Order limits where the authorised scheme has been constructed and provide the data and survey report(s) to the MCA and UKHO. This should fulfil 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.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO.

(4) Within 12 weeks of completion of any array cable repair or replacement works, the undertaker must undertake a post installation survey along the section of array cable that has undergone repair or replacement undertaken to IHO Order 1a standard, to demonstrate the successful burial of the array cable and submit a report to the MMO, the MCA and Trinity House on its findings.

(5) In the event that the reports provided to the MMO under sub-paragraph (3) identify impacts which are unanticipated and/or in the view of the MMO in consultation with the relevant statutory nature conservation body are significantly beyond those predicted within the Environmental Statement, the Habitats Regulations Assessment, and the Marine Conservation Zone Assessment an adaptive management plan to reduce effects to within what was predicted within the Environmental Statement, the Habitats Regulations Assessment, and the Marine Conservation Zone Assessment, unless otherwise agreed by the MMO in writing in consultation with the relevant statutory nature conservation body, must be submitted alongside the monitoring reports submitted under sub-paragraph (3). This plan must be agreed by the MMO in consultation with the relevant statutory nature conservation bodies to reduce effects to an agreed suitable level for this project. Any such agreed and approved adaptive management or mitigation should be

implemented and monitored in full to a timetable first agreed in writing with the MMO in consultation with the relevant statutory nature conservation body. In the event that this adaptive management or mitigation requires a separate consent, the undertaker must apply for such consent. Where a separate consent is required to undertake the agreed adaptive management or mitigation, the undertaker shall only be required to undertake the adaptive management or mitigation once the consent is granted.

(6) The undertaker must, in discharging condition 11(1)(p), submit a monitoring scheme providing details of proposed post-construction and operational surveys, including methodologies and timings, and a proposed format, content and timings for providing post-construction and operational monitoring reports. The scheme must be in accordance with the great black-backed gull monitoring plan approved under condition 11(1)(p) and must—

(a) specify each survey's objectives and explain how it will assist in informing a useful and valid comparison with the pre-construction position and how it will enable the validation or otherwise of key predictions in the environmental statement;

(b) have due regard to the need to undertake monitoring to determine the distribution and behaviour of great black-backed gulls within the Rampion array area and array area, and the rates of collision and avoidance of great black-backed gulls with wind turbine generators within the array area; and

(c) ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the post-construction and operational position, with any limitations, and must make clear what pre-construction comparison is intended and the justification for this.

(7) The undertaker must carry out the surveys as agreed under sub-paragraph (6) and provide the post-construction and operational monitoring reports to the MMO and Natural England in the agreed format and in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO, in consultation with Natural England.

(8) Any monitoring report compiled in accordance with the monitoring schemes required under sub-paragraph (6) must be provided to the MMO and Natural England no later than four months following completion of the monitoring to which it relates, unless otherwise agreed in writing by the MMO, in consultation with Natural England.

(9) All monitoring reports must be made publicly available and submitted to relevant evidence databases no later than six months following completion of the monitoring required by the great black-backed gull monitoring plan as approved under condition 11(1)(p) unless otherwise agreed in writing by the MMO, in consultation with Natural England.

(10) In the event that the reports provided to the MMO and Natural England under sub-paragraph (6) identify impacts which are unanticipated and/or in the view of the MMO in consultation with the relevant statutory nature conservation body are significantly beyond those predicted within the Environmental Statement, an adaptive management plan to reduce effects to within what was predicted within the Environment Statement, unless otherwise agreed by the MMO in writing in consultation with the relevant statutory nature conservation body, must be submitted alongside the monitoring reports submitted under sub-paragraph (6). This plan must be agreed by the MMO in consultation with the relevant statutory nature conservation bodies. Any such agreed and approved adaptive management or mitigation should be implemented and monitored in full to a timetable agreed in writing with the MMO, in consultation with the relevant statutory nature conservation body. In the event that this adaptive management or mitigation requires a separate consent, the undertaker must apply for such consent. Where a separate consent is required to undertake the agreed adaptive management or mitigation, the undertaker shall only be required to undertake the adaptive management or mitigation once the consent is granted.

Monitoring of underwater noise from piling

19.—(1) The undertaker must, in discharging condition 11(1)(j), submit details (which accord with the offshore in-principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies, of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme.

The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of at least eight of the first twelve piled foundations of each piled foundation type to be installed unless otherwise agreed in writing by the MMO, in consultation with the relevant statutory nature conservation bodies.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the first eight of each piled foundation. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those 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.

(4) In the event that piled foundations are proposed to be used, the details submitted in accordance with the offshore in-principle monitoring plan must include proposals for monitoring marine mammals and noise abatement mitigation used, unless otherwise agreed in writing by the MMO, in consultation with the relevant statutory nature conservation bodies.

Timing of monitoring report

20. Any monitoring report compiled in accordance with the monitoring plans provided under condition 11 must be provided to the MMO no later than four months following completion of the monitoring to which it relates, unless otherwise agreed in writing with the MMO.

Updating of cable monitoring plan

21. Following installation of array cables, the cable monitoring plan required under condition 11(1)(n)(v) must be updated with the results of the post-installation surveys. The plan must be implemented during the operational lifetime of the project and reviewed as specified within the plan, following cable burial surveys, or as instructed in writing by the MMO.

Piling

22. In the event that driven or part-driven pile foundations are proposed to be used any such piling must be undertaken in accordance with—

(a) the piling marine mammals mitigation protocol approved under condition 11(1)(l)(ii); and

(b) the sensitive features mitigation plan approved under condition 11(1)(k).

Reporting of cable protection

23.—(1) Not more than four months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the statutory nature conservation body with a report setting out details of the cable protection used for the authorised scheme.

(2) The report is to include the following information—

(a) location of the cable protection;

(b) volume of cable protection; and

(c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

Decommissioning

24.—(1) Prior to any decommissioning activities being undertaken the undertaker must submit and secure the written approval of the MMO in consultation with the relevant statutory nature conversation body for a decommissioning mammal protection protocol (Decommissioning MPP).

(2) The Decommissioning MPP must be implemented as approved.

Completion of construction

25.—(1) The undertaker must submit a close out report to the MMO, MCA, UKHO and the statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

(a) the final number of installed wind turbine generators;

(b) a plan of the layout of installed wind turbine generators;

(c) latitude and longitude coordinates of the centre point of the location of each wind turbine generator provided as Geographical Information System data referenced to WGS84 datum;

(d) latitude and longitude coordinates of the inter array cable routes provided as Geographical Information System data referenced to WGS84 datum; and

(e) the installed wind turbine generator parameters relevant for seascape, landscape and visual impact.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

Herring piling restriction

26.—(1) No piling activity can commence within the eastern array area during the herring spawning season until a spawning herring piling restriction plan (in accordance with the outline spawning herring piling restriction plan) containing updated underwater noise modelling has been submitted to and approved by the MMO. The updated underwater noise model must be based on final project parameters to be used to install piles in the eastern array area and must include details of any verified mitigation measures to be employed.

(2) If the herring spawning plan demonstrates that noise levels associated with piling activity in the eastern array area during the herring spawning season will exceed the levels shown on the spawning herring piling restriction plan then no piling activity may be undertaken within the eastern array area during the herring spawning season without the written approval of the MMO.

(3) All piling activity within the eastern array area during the herring spawning season must be undertaken in accordance with the details approved under sub-paragraph (1) or as required as a condition of approval under sub-paragraph (2).

(4) In this condition—

"eastern array area" means the area identified as the eastern array area within the spawning herring piling restriction plan;

"outline spawning herring piling restriction plan" means the plan certified as the outline spawning herring piling restriction plan by the Secretary of State for the purposes of the Order under article 49 (certification of plans and documents etc); and

"herring spawning season" means 1 November to 31 January inclusive.

Reporting of impact pile driving

27.—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the Marine Noise Registry—

(a) prior to the commencement of each part of construction of the authorised scheme, information on the expected location and expected start and end dates of impact pile driving to satisfy the Marine Noise Registry's Forward Look requirements; and

(b) within 12 weeks of completion of impact pile driving for the relevant part of the authorised scheme, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements.

(2) The undertaker must notify the MMO in writing of the successful submission of Forward Look or Close Out data pursuant to sub-paragraph (1) within seven days of the submission.

(3) For the purpose of this condition, "Forward Look" and "Close Out" mean the requirements as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) as amended, updated or superseded from time to time.

Piling restriction

28. No piling associated with the authorised development may be undertaken between 1 March to 31 July inclusive, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

SCHEDULE 12

Article 39

DEEMED MARINE LICENCE UNDER THE 2009 ACT— TRANSMISSION ASSETS

PART 1

LICENSED MARINE ACTIVITIES

1.—(1) In this licence—

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

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

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

"array area" means that part of the offshore Order limits in which Work Nos. 1, 2 and 3 may be undertaken as shown on the offshore works plans;

"array periphery" means the outermost edge of the infrastructure to be constructed as Work No. 1 as described in Part 1 of Schedule 1 (authorised development) of the Order and identified in the design plan to be approved pursuant to the deemed marine licence (generation assets);

"authorised deposits" means the substances and articles specified in paragraph 4 of Part 1 of this licence;

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

"authorised scheme" means Work Nos. 3 to 6 described in paragraph 3 of Part 1 of this licence or any part of those works;

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

(**a**) 2004 c. 20.
(**b**) 2008 c. 29.
(**c**) 2009 c. 23.

“cable protection” means physical measures for the protection of export cables from physical damage and exposure including but not limited to concrete mattresses and/or rock placement, bagged solutions filled with stone, rock or gravel, grout, concrete and other materials and protective shells or sheaths;

“commence” means the first carrying out of any licensed marine activities authorised by this marine licence, save for operations consisting of offshore preparation works or pre-construction surveys and monitoring approved under this licence and “commenced” and “commencement” must be construed accordingly;

“condition” means a condition in Part 2 of this licence;

“Defence Infrastructure Organisation Safeguarding” means Ministry of Defence Safeguarding, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, West Midlands B75 7RL and any successor body to its functions;

“draft piling marine mammal mitigation protocol” means the document certified as the draft piling marine mammal mitigation protocol by the Secretary of State under article 49 (certification of plans and documents etc) of the Order;

“draft UXO marine mammal mitigation protocol” means the document certified as the draft UXO marine mammal mitigation protocol by the Secretary of State under article 49 (certification of plans and documents etc) of the Order;

“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;

“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of the Order article 49 (certification of plans and documents etc) (certification of plans and documents etc);

“export cable” means the cable circuits connecting the offshore substation(s) comprising Work No. 3(a) to those parts of the authorised scheme to be undertaken landward of mean high water springs comprising Work Nos. 4, 5 and 6;

“export cable corridor” means that part of the offshore Order limits seawards of MLWS excluding the array area;

“flow energy dissipation devices” means solutions that dissipate flow energy and entrap sediment, and including options such as frond mats, mats of large, linked hoops, and structures covered with long spikes;

“HDD” refers to a trenchless technique for installing cables and cable ducts involving drilling in an arc between two points;

“in principle sensitive features mitigation plan” means the document certified as the in-principle sensitive features mitigation plan by the Secretary of State for the purposes of the Order under article 49 (certification of plans and documents etc) ;

“intrusive activities” means activities including anchoring of vessels, jacking up of vessels, depositing soil and seabed clearance;

“interconnector cable” means the cable circuits comprising Work No. 3(b) connecting the offshore substations comprising Work No. 3(a);

“Kingfisher Fortnightly Bulletin” means the bulletin published by the Humber Seafood Institute or such other alternative publication approved in writing by the MMO for the purposes of this licence;

“LAT” means lowest astronomical tide;

“licence 1 (generation)” means the licence set out in Schedule 11 (deemed licence under the 2009 Act – generation assets) of the Order;

“licensed activities” means the activities specified in Part 1 of this licence;

“LiDAR” means the remote sensing method which uses light detection and ranging;

“maintain” includes inspect and survey, upkeep, repair, adjust, and alter and further includes remove, reconstruct and replace, to the extent assessed in the environmental statement; and derivatives of “maintain” must be construed accordingly;

"Marine Management Organisation" or "MMO" means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence;

"MCA" means the Maritime and Coastguard Agency;

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

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

"monopile foundation" means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, corrosion protection systems and access platform(s) and equipment;

"multileg foundation" means a lattice type structure constructed of steel, which may include scour protection and additional equipment such as, J-tubes, corrosion protection systems and access platforms;

"Rampion array area" means that part of the offshore Order limits in which Work Nos. 1 and 2, as defined in The Rampion Offshore Wind Farm Order 2014(**a**), have been undertaken as approved by that Order;

"the offshore in-principle monitoring plan" means the document certified as the offshore in-principle monitoring plan by the Secretary of State for the purposes of the Order under article 49 (certification of plans and documents etc) ;

"the offshore Order limits" means the offshore Order limits defined by the offshore Order limits and grid coordinates plan and set out in table 1 in Part 1 of Schedule 1 to the Order;

"the offshore Order limits and grid coordinates plan" means the plan certified as the offshore Order limits and grid coordinates plan by the Secretary of State for the purposes of the Order under article 49 (certification of plans and documents etc) ;

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

(a) electrical equipment required to switch, transform, convert electricity generated at the wind turbine generators to a higher voltage and provide reactive power compensation; and

(b) housing accommodation, storage, workshop auxiliary equipment, and facilities for operating, maintaining and controlling the substation or wind turbine generators;

"offshore works plan" means the plan certified as the offshore works plan by the Secretary of State pursuant to article 49 (certification of plans and documents etc) of the Order;

"Order" means the Rampion 2 Offshore Wind Farm Order 2025;

"outline cable burial risk assessment" means the document certified as the outline cable burial risk assessment by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc) ;

"outline cable specification and installation plan" means the document certified as the outline cable specification and installation plan by the Secretary of State for the purposes of this Order under article 50 (certification of plans and documents etc);

"outline diver communications plan" means the document certified as the outline diver communications plan by the Secretary of State for the purposes of this Order under article 49 (certification of plans and documents etc);

"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 for the purposes of the Order under article 49 (certification of plans and documents etc);

(**a**) S.I 2014/1873, as amended by S.I 2015/1319 and S.I. 2021/535.

"outline marine written scheme of investigation" means the document certified as the outline offshore written scheme of investigation by the Secretary of State for the purposes of the Order under article 49 (certification of plans and documents etc);

"outline project environmental management plan" means the document certified as the outline project environmental management plan by the Secretary of State for the purposes of the Order under article 49 (certification of plans and documents etc);

"outline scour protection and cable protection plan" means the plan or plans certified as the outline scour protection and cable protection plan by the Secretary of State for the purposes of the Order under article 49 (certification of plans and documents etc);

"pin piles" means steel cylindrical piles driven and/or drilled into the seabed to secure multileg foundations;

"scour protection" means measures to prevent loss of seabed sediment around any structure placed in or on the seabed using methods including rock or gravel placement, concrete mattresses, flow energy dissipation devices or bagged solutions;

"statutory historic body" means the Historic Buildings and Monuments Commission for England or its successor in function;

"statutory nature conservation body" means the appropriate nature conservation body as defined in regulation 5 of the Conservation of Habitats and Species Regulations 2017;

"suction bucket" means a steel cylindrical structure attached to the legs of a multileg foundation which partially or fully penetrates the seabed and remains in place using its own weight and hydrostatic pressure differential;

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

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

"UXO" means unexploded ordnance;

"undertaker" means Rampion Extension Development Limited or such other person to whom the benefit of this licence is transferred pursuant to the terms of article 5 (benefit of the Order) of the Rampion 2 Offshore Windfarm Order 2025;

"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;

"VHF" means very high frequency;

"wind farm separation zones" means those parts of the array area within which Work No. 1. as permitted pursuant to licence 1 (generation) and Work No. 3(a) may not be constructed as shown on the offshore works plan;

"wind turbine generator" means a structure comprising a tower, rotor with three blades connected at the hub, nacelle, transition pieces and ancillary electrical and other equipment which may include J-tube(s), access and rest platforms, access ladders, boat access systems, corrosion protection systems, fenders and maintenance equipment, helicopter landing facilities and other associated equipment, fixed to a foundation or transition piece comprising Work No 1 as described in licence 1 (generation); and

"Working in Proximity to Wildlife in the Marine Environment Protocol" means the document certified as Appendix 10 – Further information for action point 42 – proximity to marine wildlife by the Secretary of State for the purpose of this Order under article 49 (certification of plans and documents etc).

(2) A reference to any statute, order, regulation or similar instrument is construed as 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) Unless otherwise indicated—

(a) all times are taken to be Greenwich Mean Time (GMT); and

(b) all co-ordinates are taken to be latitude and longitude degrees and minutes to two decimal places.

(4) Except where otherwise notified in writing by the relevant organisation, the primary point of contact with the organisations listed below and the address for returns and correspondence are—

(a) Marine Management Organisation
Marine Licensing Team
Lancaster House
Hampshire Court
Newcastle Business Park
Newcastle upon Tyne
NE4 7YH
Tel: 0300 123 1032;

(b) Marine Management Organisation (local office)
Shoreham office
Pilots' Watch House
Basin Road South
Portslade
West Sussex
BN41 1WD;

(c) Trinity House
Tower Hill
London EC3N 4DH
Tel: 020 7481 6900;

(d) The United Kingdom Hydrographic Office
Admiralty Way
Taunton
Somerset
TA1 2DN
Tel: 01823 337 900;

(e) Maritime and Coastguard Agency
UK Technical Services Navigation
Spring Place
105 Commercial Road
Southampton
SO15 1EG
Tel: 020 3817 2554;

(f) Centre for Environment, Fisheries and Aquaculture Science
Pakefield Road
Lowestoft
Suffolk
NR33 0HT
Tel: 01502 562 244;

(g) Natural England

4th Floor
Foss House
1-2 Peasholme Green
York
YO1 7PX
Tel: 0300 060 4911;

(h) Historic England
4th Floor, Cannon Bridge House
25 Downgate Hill
London
EC4R 2YA.

Details of licensed marine activities

2. Subject to the licence 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 within the offshore Order limits of the substances and articles specified in paragraph 4;

(b) the disposal at sea of up to 2,568,500 cubic metres of inert material of natural origin and/or dredged material produced during construction drilling or seabed preparation for foundation works and sandwave and other seabed preparation and cable circuit installation works comprising Work Nos. 3 and 4 and the maintenance of such works within that part of the offshore Order limits comprising the array area provided that such quantity of material permitted to be disposed of in the array area must take account of and include material disposed of in the array area during the carrying out and maintenance of Work Nos. 1 and 2 as permitted pursuant to licence 1 (generation);

(c) the disposal at sea of up to 340,720 cubic metres of inert material of natural origin and/or dredged material within the offshore Order limits produced during construction drilling or seabed preparation for cable circuit installation works comprising Work Nos. 4 and 5 or by construction of exit pits in connection with horizontal directional drilling comprising Work No. 5 in the export cable corridor provided that such material may subsequently be used to the extent required for reinstatement of the exit pits comprising Work No. 5;

(d) the construction of works in or over the sea and/or on or under the sea bed;

(e) dredging for the purposes of seabed preparation for foundation works and/or electrical circuit works and/or cable circuit installation works;

(f) the removal of sediment samples for the purposes of informing environmental monitoring under this licence during pre-construction, construction and operation; and

(g) site clearance and preparation works including debris removal, levelling, boulder clearance works either by displacement ploughing or subsea grab technique or any other equivalent method and removal of static fishing equipment.

3.—(1) Such activities are authorised in relation to the construction, maintenance and operation of the following in the locations shown on the offshore works plans—

(a) Work No. 3—

(i) up to three offshore substations each fixed to the seabed by monopile foundation, or multileg foundation and including connection to the cable circuits comprising Work No. 2(b) approved pursuant to licence 1 (generation), cable circuits comprising Work No. 3(b) and cable circuits comprising Work No. 4; and

(ii) up to two offshore interconnector cables in total each connecting one offshore substation to another.

(b) Work No. 4— up to four cable circuits in total between and connecting one or more of the offshore substations comprising Work No. 3(a) and the cable circuits comprising Work No. 5 laid on or beneath the seabed.

(c) Work No. 5—

(i) up to four temporary horizontal directional drilling exit pits located seaward of MLWS; and

(ii) up to four cable circuits and associated ducts between and connecting the cable circuits comprising Work No. 4 and the cable circuits comprising Work No. 6 laid on or beneath the seabed or in ducts laid on or beneath the seabed.

(d) Work No. 6— landfall connection works comprising up to four cable circuits and associated ducts laid underground by horizontal directional drilling within the Order limits seaward of MHWS and landward of MLWS connecting Work No. 5 and those parts of the authorised development to be undertaken landward of MHWS.

(2) In connection with such Work Nos. 3 to 6 and to the extent that they do not otherwise form part of any such work, further associated development within the meaning of section 115(2) (development for which development consent may be granted) of the 2008 Act 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 and the provisions of this licence including—

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

(b) cable protection;

(c) dredging;

(d) the removal of material from the seabed and the disposal of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, and cable installation preparation such as sandwave clearance, boulder clearance, and pre-trenching;

(e) removal of static fishing equipment; and

(f) such other works as may be necessary or expedient for the purpose of or in connection with the construction or use of the authorised scheme and which are within the scope of the environmental impact assessment recorded in the environmental statement.

(3) In connection with such Work Nos. 3, 4, 5 and 6 ancillary works within the Order limits which have been subject to an environmental impact assessment recorded in the environmental statement comprising—

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

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

4. The substances or articles authorised for deposit at sea are—

(a) iron and steel, copper and aluminium;

(b) stone and rock;

(c) concrete;

(d) sand and gravel;

(e) plastic and synthetic material;

(f) material extracted from within the offshore Order limits during construction drilling and seabed preparation works for foundation works and seabed preparation works and export cable installation and from the construction of exit pits in connection with horizontal directional drilling comprising Work No. 5 and Work No. 6; and

(g) marine coatings, other chemicals and timber.

5.—(1) The grid coordinates for that part of the offshore Order limits where those parts of the authorised project comprising Work No. 3(a) may be carried out as shown on the offshore works plans are specified below—

Table 1

Point	*Latitude*	*Longitude*	*Point*	*Latitude*	*Longitude*
1	50° 39’ 1.7938″	-000° 36’ 8.7262″	71	50° 39’ 27.3702″	-000° 30’ 22.4457″
2	50° 39’ 24.3939″	-000° 33’ 40.8674″	72	50° 39’ 27.5636″	-000° 30’ 20.9233″
3	50° 39’ 38.5128″	-000° 32’ 8.3008″	73	50° 39’ 27.7675″	-000° 30’ 19.3961″
4	50° 39’ 38.0150″	-000° 32’ 7.9507″	74	50° 39’ 27.9818″	-000° 30’ 17.8647″
5	50° 39’ 37.5445″	-000° 32’ 7.5894″	75	50° 39’ 28.2064″	-000° 30’ 16.3295″
6	50° 39’ 37.0814″	-000° 32’ 7.2019″	76	50° 39’ 28.4413″	-000° 30’ 14.7911″
7	50° 39’ 36.6259″	-000° 32’ 6.7883″	77	50° 39’ 28.6863″	-000° 30’ 13.2497″
8	50° 39’ 36.1781″	-000° 32’ 6.3487″	78	50° 39’ 28.9415″	-000° 30’ 11.7061″
9	50° 39’ 35.7382″	-000° 32’ 5.8833″	79	50° 39’ 29.2067″	-000° 30’ 10.1605″
10	50° 39’ 35.3062″	-000° 32’ 5.3922″	80	50° 39’ 29.4819″	-000° 30’ 8.6135″
11	50° 39’ 34.8823″	-000° 32’ 4.8755″	81	50° 39’ 29.7669″	-000° 30’ 7.0655″
12	50° 39’ 34.4667″	-000° 32’ 4.3334″	82	50° 39’ 30.0618″	-000° 30’ 5.5171″
13	50° 39’ 34.0594″	-000° 32’ 3.7661″	83	50° 39’ 30.3663″	-000° 30’ 3.9686″
14	50° 39’ 33.6606″	-000° 32’ 3.1737″	84	50° 39’ 30.6804″	-000° 30’ 2.4206″
15	50° 39’ 33.2705″	-000° 32’ 2.5565″	85	50° 39’ 31.0041″	-000° 30’ 0.8735″
16	50° 39’ 32.8890″	-000° 32’ 1.9146″	86	50° 39’ 31.3371″	-000° 29’ 59.3278″
17	50° 39’ 32.5164″	-000° 32’ 1.2482″	87	50° 39’ 31.6795″	-000° 29’ 57.7840″
18	50° 39’ 32.1528″	-000° 32’ 0.5575″	88	50° 39’ 32.0310″	-000° 29’ 56.2425″
19	50° 39’ 31.7982″	-000° 31’ 59.8427″	89	50° 39’ 32.3917″	-000° 29’ 54.7039″
20	50° 39’ 31.4528″	-000° 31’ 59.1040″	90	50° 39’ 32.7613″	-000° 29’ 53.1685″
21	50° 39’ 31.1167″	-000° 31’ 58.3418″	91	50° 39’ 33.1398″	-000° 29’ 51.6369″
22	50° 39’ 30.7900″	-000° 31’ 57.5561″	92	50° 39’ 33.5271″	-000° 29’ 50.1095″
23	50° 39’ 30.4727″	-000° 31’ 56.7473″	93	50° 39’ 33.9230″	-000° 29’ 48.5867″
24	50° 39’ 30.1651″	-000° 31’ 55.9155″	94	50° 39’ 34.3275″	-000° 29’

					47.0691″
25	50° 39’ 29.8671″	-000° 31’ 55.0611″	95	50° 39’ 34.7403″	-000° 29’ 45.5571″
26	50° 39’ 29.5788″	-000° 31’ 54.1843″	96	50° 39’ 35.1614″	-000° 29’ 44.0512″
27	50° 39’ 29.3005″	-000° 31’ 53.2853″	97	50° 39’ 35.5907″	-000° 29’ 42.5518″
28	50° 39’ 29.0320″	-000° 31’ 52.3645″	98	50° 39’ 36.0279″	-000° 29’ 41.0593″
29	50° 39’ 28.7736″	-000° 31’ 51.4221″	99	50° 39’ 36.4731″	-000° 29’ 39.5743″
30	50° 39’ 28.5253″	-000° 31’ 50.4584″	100	50° 39’ 36.9260″	-000° 29’ 38.0972″
31	50° 39’ 28.2871″	-000° 31’ 49.4737″	101	50° 39’ 37.3865″	-000° 29’ 36.6284″
32	50° 39’ 28.0592″	-000° 31’ 48.4683″	102	50° 39’ 37.8544″	-000° 29’ 35.1684″
33	50° 39’ 27.8416″	-000° 31’ 47.4425″	103	50° 39’ 38.3297″	-000° 29’ 33.7176″
34	50° 39’ 27.6344″	-000° 31’ 46.3966″	104	50° 40’ 22.3750″	-000° 27’ 19.7685″
35	50° 39’ 27.4376″	-000° 31’ 45.3309″	105	50° 40’ 53.6018″	-000° 23’ 53.4563″
36	50° 39’ 27.2513″	-000° 31’ 44.2459″	106	50° 37’ 23.6536″	-000° 27’ 24.4299″
37	50° 39’ 27.0756″	-000° 31’ 43.1417″	107	50° 36’ 37.8171″	-000° 27’ 24.4229″
38	50° 39’ 26.9105″	-000° 31’ 42.0187″	108	50° 36’ 16.5551″	-000° 29’ 46.1531″
39	50° 39’ 26.7561″	-000° 31’ 40.8773″	109	50° 36’ 12.3786″	-000° 30’ 12.7043″
40	50° 39’ 26.6123″	-000° 31’ 39.7178″	110	50° 35’ 33.2206″	-000° 34’ 21.0588″
41	50° 39’ 26.4793″	-000° 31’ 38.5406″	111	50° 35’ 29.7384″	-000° 34’ 43.2949″
42	50° 39’ 26.3572″	-000° 31’ 37.3460″	112	50° 35’ 11.5476″	-000° 36’ 40.5405″
43	50° 39’ 26.2458″	-000° 31’ 36.1344″	113	50° 35’ 8.6938″	-000° 36’ 58.9128″
44	50° 39’ 26.1453″	-000° 31’ 34.9062″	114	50° 35’ 8.5860″	-000° 37’ 35.2466″
45	50° 39’ 26.0557″	-000° 31′ 33.6617″	115	50° 35’ 15.1952″	-000° 37’ 36.0920″
46	50° 39’ 25.9770″	-000° 31’ 32.4013″	116	50° 35’ 17.9985″	-000° 37’ 36.4578″
47	50° 39’ 25.9093″	-000° 31’ 31.1254″	117	50° 35’ 18.0869″	-000° 37’ 36.4693″
48	50° 39’ 25.8526″	-000° 31’ 29.8344″	118	50° 35’ 25.0537″	-000° 37’ 37.3783″
49	50° 39’ 25.8068″	-000° 31’ 28.5286″	119	50° 35’ 31.1113″	-000° 37’ 38.1688″
50	50° 39’ 25.7720″	-000° 31’ 27.2086″	120	50° 35’ 52.0407″	-000° 37’

					40.9002″
51	50° 39’ 25.7482″	-000° 31’ 25.8746″	121	50° 36’ 22.3039″	-000° 37’ 44.8508″
52	50° 39’ 25.7355″	-000° 31’ 24.5271″	122	50° 36’ 24.7136″	-000° 37’ 45.1655″
53	50° 39’ 25.7337″	-000° 31’ 23.1665″	123	50° 36’ 36.3272″	-000° 37’ 46.6819″
54	50° 39’ 25.7265″	-000° 30’ 47.1665″	124	50° 37’ 8.9157″	-000° 37’ 51.3889″
55	50° 39’ 25.7358″	-000° 30’ 45.7932″	125	50° 37’ 14.4423″	-000° 37’ 52.1326″
56	50° 39’ 25.7561″	-000° 30’ 44.4076″	126	50° 37’ 26.2596″	-000° 37’ 53.7231″
57	50° 39’ 25.7874″	-000° 30’ 43.0102″	127	50° 37’ 33.2783″	-000° 37’ 54.6678″
58	50° 39’ 25.8297″	-000° 30’ 41.6014″	128	50° 37’ 47.0466″	-000° 37’ 56.5213″
59	50° 39’ 25.8830″	-000° 30’ 40.1815″	129	50° 37’ 52.4650″	-000° 37’ 57.2507″
60	50° 39’ 25.9472″	-000° 30’ 38.7511″	130	50° 37’ 55.7250″	-000° 37’ 57.5509″
61	50° 39’ 26.0225″	-000° 30’ 37.3106″	131	50° 39’ 1.7938″	-000° 36’ 8.7262″
62	50° 39’ 26.1086″	-000° 30’ 35.8603″	132	50° 35’ 26.4347″	-000° 14’ 9.0079″
63	50° 39’ 26.2056″	-000° 30’ 34.4008″	133	50° 35’ 43.9510″	-000° 20’ 7.3806″
64	50° 39’ 26.3136″	-000° 30’ 32.9325″	134	50° 36’ 55.0393″	-000° 20’ 30.4937″
65	50° 39’ 26.4323″	-000° 30’ 31.4559″	135	50° 38’ 29.1370″	-000° 10’ 42.0738″
66	50° 39’ 26.5619″	-000° 30’ 29.9713″	136	50° 36’ 40.5733″	-000° 10’ 7.2790″
67	50° 39’ 26.7022″	-000° 30’ 28.4793″	137	50° 35’ 56.8348″	-000° 12’ 29.9698″
68	50° 39’ 26.8532″	-000° 30’ 26.9803″	138	50° 35’ 46.1905″	-000° 13’ 4.6597″
69	50° 39’ 27.0149″	-000° 30’ 25.4747″	139	50° 35’ 26.4347″	-000° 14’ 9.0079″
70	50° 39’ 27.1873″	-000° 30’ 23.9630″			

(2) The grid coordinates for that part of the offshore Order limits where those parts of the authorised project comprising Work No. 3(b) may be carried out as shown on the offshore works plan are specified below—

Table 2

Point	*Longitude*	*Latitude*	*Point*	*Longitude*	*Latitude*
1	50° 39’ 52.3821″	-000° 30’ 37.2248″	48	50° 39’ 22.9375″	-000° 11’ 0.1216″
2	50° 41’ 11.3500″	-000° 21’ 55.8599″	49	50° 39’ 22.9921″	-000° 10’ 59.8545″
3	50° 39’ 53.9451″	-000° 21’ 30.9561″	50	50° 39’ 23.0026″	-000° 10’ 59.8032″

4	50° 38’ 43.2945″	-000° 21’ 8.2445″	51	50° 39’ 23.0301″	-000° 10’ 59.6688″
5	50° 38’ 11.9503″	-000° 20’ 58.1743″	52	50° 39’ 23.0417″	-000° 10’ 59.6121″
6	50° 37’ 42.3197″	-000° 20’ 48.6579″	53	50° 39’ 23.0889″	-000° 10’ 59.3814″
7	50° 37’ 32.8206″	-000° 20’ 45.6028″	54	50° 36’ 40.5733″	-000° 10’ 7.2790″
8	50° 37’ 32.7858″	-000° 20’ 45.5916″	55	50° 35’ 56.8348″	-000° 12’ 29.9698″
9	50° 37’ 32.7633″	-000° 20’ 45.5843″	56	50° 35’ 46.1905″	-000° 13’ 4.6597″
10	50° 37’ 22.7987″	-000° 20’ 42.3409″	57	50° 35’ 26.4347″	-000° 14’ 9.0079″
11	50° 38’ 31.7775″	-000° 16’ 26.970″	58	50° 35’ 44.1096″	-000° 20’ 10.6548″
12	50° 38’ 13.3226″	-000° 16’ 17.0707″	59	50° 36’ 25.6547″	-000° 21’ 2.8378″
13	50° 38’ 41.3993″	-000° 14’ 22.9538″	60	50° 36’ 27.9442″	-000° 21’ 5.7145″
14	50° 39’ 19.2087″	-000° 11’ 18.3535″	61	50° 36’ 33.7315″	-000° 21’ 12.9866″
15	50° 39’ 19.3373″	-000° 11’ 17.7245″	62	50° 36’ 36.0255″	-000° 21’ 15.9940″
16	50° 39’ 19.5025″	-000° 11’ 16.9170″	63	50° 36’ 42.3252″	-000° 21’ 24.2532″
17	50° 39’ 19.6186″	-000° 11’ 16.3492″	64	50° 36’ 50.0795″	-000° 21’ 34.4205″
18	50° 39’ 19.6908″	-000° 11’ 15.9965″	65	50° 37’ 0.5900″	-000° 21’ 48.2036″
19	50° 39’ 19.7648″	-000° 11’ 15.6344″	66	50° 37’ 2.6269″	-000° 21’ 50.8749″
20	50° 39’ 20.4130″	-000° 11’ 12.4655″	67	50° 37’ 26.1929″	-000° 22’ 21.7880″
21	50° 39’ 20.4164″	-000° 11’ 12.4490″	68	50° 37’ 27.1480″	-000° 22’ 23.0411″
22	50° 39’ 20.6912″	-000° 11’ 11.1054″	69	50° 36’ 38.8171″	-000° 27’ 24.4229″
23	50° 39’ 20.6985″	-000° 11’ 11.0695″	70	50° 36’ 16.5551″	-000° 29’ 46.1531″
24	50° 39’ 20.7558″	-000° 11’ 10.7896″	71	50° 36’ 12.3786″	-000° 30’ 12.7043″
25	50° 39’ 20.7809″	-000° 11’ 10.6668″	72	50° 35’ 33.2206″	-000° 34’ 21.0588″
26	50° 39’ 20.8160″	-000° 11’ 10.4952″	73	50° 35’ 29.7384″	-000° 34’ 43.2949″
27	50° 39’ 20.8413″	-000° 11’ 10.3711″	74	50° 35’ 11.5476″	-000° 36’ 40.5405″
28	50° 39’ 20.8647″	-000° 11’ 10.2572″	75	50° 35’ 8.6938″	-000° 36’ 58.9128″
29	50° 39’ 20.8985″	-000° 11’ 10.0916″	76	50° 35’ 8.5860″	-000° 37’ 35.2466″

30	50° 39’ 20.9320″	-000° 11’ 9.9280″	77	50° 35’ 15.1952″	-000° 37’ 36.0920″
31	50° 39’ 20.9471″	-000° 11’ 9.8539″	78	50° 35’ 17.9985″	-000° 37’ 36.4578″
32	50° 39’ 20.9846″	-000° 11’ 9.6706″	79	50° 35’ 18.0869″	-000° 37’ 36.4693″
33	50° 39’ 21.0187″	-000° 11’ 9.5038″	80	50° 35’ 25.0537″	-000° 37’ 37.3783″
34	50° 39’ 21.0425″	-000° 11’ 9.3875″	81	50° 35’ 31.1113″	-000° 37’ 38.1688″
35	50° 39’ 21.0907″	-000° 11’ 9.1519″	82	50° 35’ 52.0407″	-000° 37’ 40.9002″
36	50° 39’ 21.1078″	-000° 11’ 9.0682″	83	50° 36’ 22.3039″	-000° 37’ 44.8508″
37	50° 39’ 21.1552″	-000° 11’ 8.8368″	84	50° 36’ 24.7136″	-000° 37’ 45.1655″
38	50° 39’ 21.1689″	-000° 11’ 8.7697″	85	50° 36’ 36.3272″	-000° 37’ 46.6819″
39	50° 39’ 21.1691″	-000° 11’ 8.7686″	86	50° 37’ 8.9157″	-000° 37’ 51.3889″
40	50° 39’ 21.2393″	-000° 11’ 8.4254″	87	50° 37’ 14.4423″	-000° 37’ 52.1326″
41	50° 39’ 21.2579″	-000° 11’ 8.3344″	88	50° 37’ 26.2596″	-000° 37’ 53.7231″
42	50° 39’ 21.2943″	-000° 11’ 8.1562″	89	50° 37’ 33.2783″	-000° 37’ 54.6678″
43	50° 39’ 21.3304″	-000° 11’ 7.9801″	90	50° 37’ 47.0466″	-000° 37’ 56.5213″
44	50° 39’ 21.3412″	-000° 11’ 7.9272″	91	50° 37’ 52.4650″	-000° 37’ 57.2507″
45	50° 39’ 22.1787″	-000° 11’ 3.8321″	92	50° 37’ 55.7250″	-000° 37’ 57.5509″
46	50° 39’ 22.8501″	-000° 11’ 0.5488″	93	50° 39’ 1.7938″	-000° 36’ 8.7262″
47	50° 39’ 22.8994″	-000° 11’ 0.3078″	94	50° 39’ 24.3939″	-000° 33’ 40.8674″

(3) The grid coordinates for that part of the offshore Order limits where those parts of the authorised project comprising Work No. 4 may be carried out as shown on the offshore works plan are specified below—

Table 3

Point	*Latitude*	*Longitude*	*Point*	*Latitude*	*Longitude*
1	50° 46’ 49.8007″	-000° 32’ 42.0835″	97	50° 37’ 8.9157″	-000° 37’ 51.3889″
2	50° 46’ 40.6972″	-000° 32’ 42.1966″	98	50° 37’ 14.4423″	-000° 37’ 52.1326″
3	50° 45’ 42.5924″	-000° 32’42.9178″	99	50° 37’ 26.2596″	-000° 37’ 53.7231″
4	50° 44’ 50.3060″	-000° 32’ 43.5658″	100	50° 37’ 33.2783″	-000° 37’ 54.6678″
5	50° 43’ 27.9008″	-000°32’ 44.5850″	101	50° 37’ 47.0466″	-000° 37’ 56.5213″

6	50° 43’ 4.3293″	-000° 32’ 44.8761″	102	50° 37’ 52.4650″	-000° 37’ 57.2507″
7	50° 42’ 28.3486″	-000° 32’ 45.3201″	103	50° 37’ 55.7250″	-000° 37’ 57.5509″
8	50° 42’ 25.1670″	-000° 32’ 45.4370″	104	50° 39’ 1.7938″	-000° 36’ 8.7262″
9	50° 42’ 22.6856″	-000° 32’ 42.9705″	105	50° 39’ 24.3939″	-000° 33’ 40.8674″
10	50° 41’ 28.6123″	-000° 31’ 57.7034″	106	50° 40’ 16.3645″	-000° 34’ 24.3839″
11	50° 41’ 12.8834″	-000° 31’ 44.5421″	107	50° 41’ 39.4711″	-000° 35’ 34.0336″
12	50° 39’ 52.3821″	-000° 30’ 37.2248″	108	50° 42’ 42.0736″	-000° 36’ 26.5498″
13	50° 41’ 11.3500″	-000° 21’ 55.8599″	109	50° 42’ 54.3446″	-000° 36’ 23.8715″
14	50° 39’ 53.9451″	-000° 21’ 30.9561″	110	50° 43’ 29.5066″	-000° 36’ 16.1947″
15	50° 38’ 43.2945″	-000° 21’ 8.2445″	111	50° 44’ 36.7196″	-000° 36’ 1.5105″
16	50° 38’ 11.9503″	-000° 20’ 58.1743″	112	50° 45’ 10.4373″	-000° 35’ 54.1393″
17	50° 37’ 42.3197″	-000° 20’ 48.6580″	113	50° 46’ 18.6039″	-000° 35’ 39.2272″
18	50° 37’ 32.8206″	-000° 20’ 45.6028″	114	50° 46’ 31.3325″	-000° 35’ 36.4412″
19	50° 37’ 32.7858″	-000° 20’ 45.5916″	115	50° 46’ 30.8906″	-000° 35’ 31.1402″
20	50° 37’ 32.7633″	-000° 20’ 45.5843″	116	50° 46’ 30.6142″	-000° 35’ 24.4745″
21	50° 37’ 22.7988″	-000° 20’ 42.3409″	117	50° 46’ 30.6147″	-000° 35’ 17.7946″
22	50° 38’ 31.7775″	-000° 16’ 26.9705″	118	50° 46’ 30.8922″	-000° 35’ 11.1291″
23	50° 38’ 13.3227″	-000° 16’ 17.0707″	119	50° 46’ 31.4453″	-000° 35’ 4.5064″
24	50° 38’ 41.3993″	-000° 14’ 22.9538″	120	50° 46’ 32.2718″	-000° 34’ 57.9549″
25	50° 39’ 19.2087″	-000° 11’ 18.3535″	121	50° 46’ 33.3681″	-000° 34’ 51.5025″
26	50° 39’ 19.3373″	-000° 11’ 17.7245″	122	50° 46’ 34.7296″	-000° 34’ 45.1770″
27	50° 39’ 19.5025″	-000° 11’ 16.9170″	123	50° 46’ 35.4901″	-000° 34’ 42.2812″
28	50° 39’ 19.6186″	-000° 11’ 16.3492″	124	50° 46’ 35.5228″	-000° 34’ 42.0236″
29	50° 39’ 19.6908″	-000° 11’ 15.9965″	125	50° 46’ 35.5994″	-000° 34’ 41.2888″
30	50° 39’ 19.7648″	-000° 11’ 15.6344″	126	50° 46’ 35.6054″	-000° 34’ 41.2313″
31	50° 39’ 20.4130″	-000° 11’ 12.4655″	127	50° 46’ 35.9055″	-000° 34’ 38.5822″

32	50° 39’ 20.4164″	-000° 11’ 12.4490″	128	50° 46’ 36.0094″	-000° 34’ 37.7299″
33	50°39’ 20.6912″	-000° 11’ 11.1054″	129	50° 46’ 36.5355″	-000° 34’ 33.8272″
34	50° 39’ 20.6985″	-000° 11’ 11.0695″	130	50° 46’ 37.0004″	-000° 34’ 30.8806″
35	50° 39’ 20.7558″	-000° 11’ 10.7896″	131	50° 46’ 37.0010″	-000° 34’ 30.8770″
36	50° 39’ 20.7809″	-000° 11’ 10.6668″	132	50° 46’ 37.1267″	-000° 34’ 30.0528″
37	50° 39’ 20.8160″	-000° 11’ 10.4952″	133	50° 46’ 37.6810″	-000° 34’ 26.8347″
38	50° 39’ 20.8414″	-000° 11’ 10.3711″	134	50° 46’ 37.7138″	-000° 34’ 26.5748″
39	50° 39’ 20.8985″	-000° 11’ 10.2572″	135	50° 46’ 38.0846″	-000° 34’ 24.1951″
40	50° 39’ 20.8985″	-000° 11’ 10.0916″	136	50° 46’ 38.3829″	-000° 34’ 22.3753″
41	50° 39’ 20.9320″	-000° 11’ 9.9280″	137	50° 46’ 38.8484″	-000° 34’ 19.6871″
42	50° 39’ 20.9471″	-000° 11’ 9.8540″	138	50° 46’ 38.9607″	-000° 34’ 19.0720″
43	50° 39’ 20.9846″	-000° 11’ 9.6706″	139	50° 46’ 39.2202″	-000° 34’ 17.6871″
44	50° 39’ 21.0187″	-000° 11’ 9.5038″	140	50° 46’ 40.5811″	-000° 34’ 11.3611″
45	50° 39’ 21.0425″	-000° 11’ 9.3875″	141	50° 46’ 41.8814″	-000° 34’ 6.3216″
46	50° 39’ 21.0907″	-000° 11’ 9.1519″	142	50° 46’ 42.2559″	-000° 34’ 4.9738″
47	50° 39’ 21.1078″	-000° 11’ 9.0682″	143	50° 46’ 42.5759″	-000° 34’ 3.8412″
48	50° 39’ 21.1552″	-000° 11’ 8.8368″	144	50° 46’ 42.9023″	-000° 34’ 2.7225″
49	50° 39’ 21.1689″	-000° 11’ 8.7697″	145	50° 46’ 43.3239″	-000° 34’ 1.3002″
50	50° 39’ 21.1691″	-000° 11’ 8.7686″	146	50° 46’ 44.3721″	-000° 33’ 57.9966″
51	50° 39’ 21.2393″	-000° 11’ 8.4254″	147	50° 46’ 44.3810″	-000° 33’ 57.9636″
52	50° 39’ 21.2579″	-000° 11’ 8.3345″	148	50° 46’ 45.2637″	-000° 33’ 55.0152″
53	50° 39’ 21.2944″	-000° 11’ 8.1562″	149	50° 46’ 45.5808″	-000° 33’ 53.9984″
54	50° 39’ 21.3304″	-000° 11’ 7.9801″	150	50° 46’ 46.0305″	-000° 33’ 52.5844″
55	50° 39’ 21.3412″	-000° 11’ 7.9272″	151	50° 46’ 46.4507″	-000° 33’ 51.2883″
56	50° 39’ 22.1787″	-000° 11’ 3.8321″	152	50° 46’ 46.9907″	-000° 33’ 49.6586″
57	50° 39’ 22.8501″	-000° 11’ 0.5488″	153	50° 46’ 47.8546″	-000° 33’ 47.2974″

58	50° 39’ 22.8994″	-000° 11’ 0.3078″	154	50° 46’ 48.2437″	-000° 33’ 46.1079″
59	50° 39’ 22.9375″	-000° 11’ 0.1216″	155	50° 46’ 49.1345″	-000° 33’ 43.6730″
60	50° 39’ 22.9921″	-000° 10’ 59.8545″	156	50° 46’ 49.4912″	-000° 33’ 39.3906″
61	50° 39’ 23.0026″	-000° 10’ 59.8033″	157	50° 46’ 50.3164″	-000°33’ 32.8380″
62	50° 39’ 23.0301″	-000° 10’ 59.6688″	158	50° 46’ 51.1191″	-000° 33’ 27.9509″
63	50° 39’ 23.0417″	-000° 10’ 59.6121″	159	50° 46’ 51.3096″	-000° 33’ 26.8988″
64	50° 39’ 23.0889″	-000° 10’ 59.3814″	160	50° 46’ 51.3391″	-000° 33’ 26.6492″
65	50° 36’ 40.5733″	-000° 10’ 7.2790″	161	50° 46’ 51.5789″	-000° 33’ 24.7195″
66	50° 35’ 56.8348″	-000° 12’ 29.9698″	162	50° 46’ 51.6477″	-000° 33’ 24.1929″
67	50° 35’ 46.1905″	-000° 13’ 4.6597″	163	50° 46’ 51.7030″	-000°33’ 23.6624″
68	50° 35’ 26.4347″	-000° 14’ 9.0079″	164	50° 46’ 51.7067″	-000° 33’ 23.6272″
69	50° 35’ 44.1096″	-000° 20’ 10.6548″	165	50° 46’ 52.2817″	-000° 33’ 18.8380″
70	50° 36’ 25.6547″	-000° 21’ 2.8378″	166	50° 46’ 52.2855″	-000° 33’ 18.8103″
71	50° 36’ 27.9442″	-000° 21’ 5.7145″	167	50° 46’ 52.3480″	-000°33’ 16.5867″
72	50°36’ 33.7315″	-000° 21’ 12.9867″	168	50° 46’ 52.3819″	-000° 33’ 15.6368″
73	50° 36’ 36.0255″	-000° 21’ 15.9940″	169	50° 46’ 52.4500″	-000° 33’ 14.2166″
74	50° 36’ 42.3253″	-000° 21’ 24.2532″	170	50° 46’ 52.3827″	-000° 33’ 13.4068″
75	50° 36’ 50.0795″	-000°21’ 34.4205″	171	50° 46’ 52.2788″	-000° 33’ 12.3576″
76	50° 35’ 29.7384″	-000° 34’ 43.2949″	172	50° 46’ 52.1807″	-000° 33’ 11.5423″
76	50° 37’ 0.5901″	-000° 21’ 48.2036″	173	50° 46’ 52.1397″	-000° 33’ 11.1979″
77	50° 37’ 2.6269″	-000° 21’ 50.8749″	174	50° 46’ 52.0974″	-000° 33’ 10.8392″
78	50° 37’ 26.1929″	-000° 22’ 21.7880″	175	50° 46’ 51.8731″	-000° 33’ 8.8265″
79	50° 37’ 27.1480″	-000° 22’ 23.0411″	176	50° 46’ 51.3468″	-000° 33’ 2.6428″
80	50° 36’ 38.8171″	-000° 27’ 24.4229″	177	50° 46’ 51.3360″	-000° 33’ 2.4787″
81	50° 36’ 16.5551″	-000° 29’ 46.1531″	178	50°46’ 51.3359″	-000° 33’ 2.4775″
82	50° 36’ 12.3786″	-000° 30’ 12.7043″	179	50° 46’ 51.2831″	-000° 33’ 1.9360″

83	50° 35’ 33.2206″	-000° 34’ 21.0588″	180	50°46’ 51.0907″	-000° 32’ 59.8173″
84	50° 35’ 29.7384″	-000° 34’ 43.2949″	181	50° 46’ 50.8304″	-000° 32’ 56.7205″
85	50° 35’ 11.5476″	-000° 36’ 40.5405″	182	50° 46’ 50.6907″	-000° 32’ 54.9373″
86	50° 35’ 8.6938″	-000° 36’ 58.9128″	183	50° 46’ 50.5692″	-000° 32’ 53.2671″
87	50° 35’ 8.5860″	-000°37’ 35.2466″	184	50° 46’ 50.5517″	-000° 32’ 53.0243″
88	50° 35’ 15.1952″	-000° 37’ 36.0920″	185	50° 46’ 50.4801″	-000° 32’ 52.0184″
89	50° 35’ 17.9985″	-000° 37’ 36.4578″	186	50° 46’ 50.4366″	-000° 32’ 51.4437″
90	50° 35’ 18.0869″	-000° 37’ 36.4693″	187	50° 46’ 50.4028″	-000° 32’ 51.0278″
91	50° 35’ 25.0537″	-000° 37’ 37.3783″	188	50° 46’ 50.3262″	-000° 32’ 50.1580″
92	50° 35’ 31.1113″	-000° 37’ 38.1688″	189	50° 46’ 50.1892″	-000° 32’ 48.5032″
93	50° 35’ 52.0407″	-000° 37’ 40.9002″	190	50° 46’ 50.1151″	-000° 32’ 47.5480″
94	50° 36’ 22.3039″	-000° 37’ 44.8508″	191	50° 46’ 49.9511″	-000° 32’ 45.2090″
95	50° 46’ 49.8007″	-000° 32’ 42.0835″			
96	50° 36’ 36.3272″	-000° 37’ 46.6819″			

(4) The grid coordinates for that part of the offshore Order limits seaward of MLWS where those parts of the authorised project comprising Work No. 5 may be carried out as shown on the works plan are specified below—

Table 4

Point	*Latitude*	*Longitude*	*Point*	*Latitude*	*Longitude*
1	50° 47’ 54.8542″	-000° 32′ 41.2745″	44	50° 46’ 46.9907″	-000° 33’ 49.6586″
2	50° 47’ 47.1541″	-000° 32’ 41.3703″	45	50° 46’ 46.4507″	-000° 33’ 51.2883″
3	50° 47’ 24.0826″	-000° 32’ 41.6574″	46	50° 46’ 46.0305″	-000° 33’ 52.5844″
4	50° 46’ 49.8007″	-000° 32’ 42.0835″	47	50° 46’ 45.5808″	-000° 33’ 53.9984″
5	50° 46’ 49.9511″	-000° 32’ 45.2090″	48	50° 46’ 45.2637″	-000° 33’ 55.0152″
6	50° 46’ 50.1151″	-000° 32’ 47.5480″	49	50° 46’ 44.3810″	-000° 33’ 57.9636″
7	50° 46’ 50.1892″	-000° 31’ 48.5032″	50	50° 46’ 44.3721″	-000° 33′ 57.9966″
8	50° 46’ 50.3262″	-000° 32’ 50.1580″	51	50° 46’ 43.3239″	-000° 34’ 1.3002″
9	50° 46’ 50.4028″	-000° 32’ 51.0278″	52	50° 46’ 42.9023″	-000° 34’ 2.7225″
10	50° 46’ 50.4366″	-000° 32’ 51.4437″	53	50° 46’ 42.5759″	-000° 34’ 3.8412″

11	50° 46’ 50.4801″	-000° 32’ 52.0184″	54	50° 46’ 42.2559″	-000° 34’ 4.9738″
12	50° 46’ 50.5517″	-000° 32’ 53.0243″	55	50° 46’ 41.8814″	-000° 34’ 6.3216″
13	50° 46’ 50.5692″	-000° 32’ 53.2671″	56	50° 46’ 40.5811″	-000° 34’ 11.3611″
14	50° 46’ 50.6907″	-000° 32’ 54.9373″	57	50° 46’ 39.2202″	-000° 34’ 17.6871″
15	50° 46’ 50.8304″	-000° 32’ 56.7205″	58	50° 46’ 38.9607″	-000° 34’ 19.0720″
16	50° 46’ 51.0907″	-000° 32’ 59.8173″	59	50° 46’ 38.8484″	-000° 34’ 19.6871″
17	50° 46’ 51.2831″	-000° 33’ 1.9360″	60	50° 46’ 38.3829″	-000° 34’ 22.3753″
18	50° 46’ 51.3359″	-000° 33’ 2.4775″	61	50° 46’ 38.0846″	-000° 34’ 24.1951″
19	50° 46’ 51.3360″	-000° 33’ 2.4787″	62	50° 46’ 37.7138″	-000° 34’ 26.5748″
20	50° 46’ 51.3468″	-000° 33’ 2.6428″	63	50° 46’ 37.6810″	-000° 34’ 26.8347″
21	50° 46’ 51.8731″	-000° 33’ 8.8265″	64	50° 46’ 37.1267″	-000° 34’ 30.0528″
22	50° 46’ 52.0974″	-000° 33’ 10.8392″	65	50° 46’ 37.0010″	-000° 34’ 30.8770″
23	50° 46’ 52.1397″	-000° 33’ 11.1979″	66	50° 46’ 37.0004″	-000° 34’ 30.8806″
24	50° 46’ 52.1807″	-000° 33’ 11.5423″	67	50° 46’ 36.5355″	-000° 34’ 33.8272″
25	50° 46’ 52.2788″	-000° 33’ 12.3576″	68	50° 46’ 36.0094″	-000° 34’ 37.7299″
26	50° 46’ 52.3827″	-000° 33’ 13.4068″	69	50° 46’ 35.9055″	-000° 34’ 38.5822″
27	50° 46’ 52.4500″	-000° 33’ 14.2166″	70	50° 46’ 35.6054″	-000° 34’ 41.2313″
28	50° 46’ 52.3819″	-000° 33’ 15.6368″	71	50° 46’ 35.5994″	-000° 34’ 41.2888″
29	50° 46’ 52.3480″	-000° 33’ 16.5867″	72	50° 46’ 35.5228″	-000° 34’ 42.0236″
30	50° 46’ 52.2855″	-000° 33’ 18.8103″	73	50° 46’ 35.4901″	-000° 34’ 42.2812″
31	50° 46’ 52.2817″	-000° 33’ 18.8380″	74	50° 46’ 34.7296″	-000° 34’ 45.1770″
32	50° 46’ 51.7067″	-000° 33’ 23.6272″	75	50° 46’ 33.3681″	-000° 34’ 51.5025″
33	50° 46’ 51.7030″	-000° 33’ 23.6624″	76	50° 46’ 32.2718″	-000° 34’ 57.9549″
34	50° 46’ 51.6477″	-000° 33’ 24.1929″	77	50° 46’ 31.4453″	-000 35’ 4.5064″
35	50° 46’ 51.5789″	-000° 33’ 24.7195″	78	50° 46’ 30.8922″	-000° 35’ 11.1291″
36	50° 46’ 51.3391″	-000° 33’ 26.6492″	79	50° 46’ 30.6147″	-000° 35’ 17.7946″
37	50° 46’ 51.3096″	-000° 33’ 26.8988″	80	50° 46’ 30.6142″	-000° 35’ 24.4745″

38	50° 46’ 51.1191″	-000° 33’ 27.9509″	81	50° 46’ 30.8906″	-000° 35’ 31.1402″
39	50° 46’ 50.3164″	-000° 33’ 32.8380″	82	50° 46’ 31.3325″	-000° 35’ 36.4412″
40	50° 46’ 49.4912″	-000° 33’ 39.3906″	83	50° 46’ 50.5124″	-000° 35’ 32.2424″
41	50° 46’ 49.1345″	-000° 33’ 43.6730″	84	50° 47’ 32.2233″	-000° 35’ 23.1074″
42	50° 46’ 48.2437″	-000° 33’ 46.1079″	85	50° 47’ 32.8858″	-000° 35’ 22.9623″
43	50° 46’ 47.8546″	-000° 33’ 47.2974″			

6. This licence remains in force until the authorised scheme has been decommissioned 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, and the completion of such programme has been confirmed by the Secretary of State in writing.

7. The provisions of sections 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 only apply to a transfer not falling within article 5 (benefit of the Order) of the Order.

8. With respect to any condition which requires the authorised scheme or licensed activities to be carried out in accordance with the plans, protocols or statements approved under this licence, the approved details, plan or scheme are taken to include any amendments that may subsequently be approved in writing by the MMO.

9. Any amendments to or variations from the approved plans, protocols or statements must be in accordance with the principles and assessments set out in the environmental statement and approval for an amendment or variation may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the MMO that the amendment or variation is unlikely to give rise to any new or materially different environmental effects from those assessed in the environmental statement.

PART 2

CONDITIONS

Design parameters

1.—(1) There must be no more than 3 offshore substations.

(2) The dimensions of any offshore substation forming part of the authorised scheme must be no more than—

(a) 65 metres in height when measured from LAT and 115 metres in height with lightning protection and ancillary structures;

(b) 80 metres in length; and

(c) 50 metres in width.

(3) There must be no offshore substation located within 500 metres of the array periphery.

(4) Offshore substation foundation structures forming part of the authorised scheme must comprise either monopile foundations or multileg foundations.

(5) Offshore substation installations with—

(a) multileg foundation employing pin piles forming part of the authorised scheme must have—

(i) no more than 6 legs per foundation;

(ii) no more than 12 pin piles per foundation; and

(iii) a pin pile diameter of no greater than 4.5 metres; and

(b) monopile foundation forming part of the authorised scheme must have a diameter no greater than 13.5 metres.

(6) The total volume of scour protection to be used as associated development for the offshore substations comprising Work No. 3(a) must be no more than 65,700 cubic metres with a maximum footprint of 21,900 square metres.

2.—(1) The total number of cable circuits comprising Work Nos. 3(b), and 4 to 6 must be no more than four.

(2) The total length of the interconnector cables comprising Work No. 3(b) must be no more than 40 kilometres.

(3) The total volume of cable protection comprising Work No. 3(b) must be no more 110,500 cubic metres with a maximum footprint of 122,000 square metres.

(4) The total length of cable circuits comprising Work Nos. 3(b), 4 and 5 together must be no more than 170 kilometres.

(5) The total volume of cable protection to be used as development associated with Work Nos. 4 and 5 must be no more than 470,000 cubic metres with a maximum footprint of 517,000 square metres.

(6) Any cable protection authorised under this licence must be deployed within 10 years from commencement of the authorised scheme unless otherwise agreed in writing with the MMO.

(7) The cable circuits comprising Work Nos. 3(b) and 4 must be installed using one or more of the following installation methods: ploughing, trenching or jetting and are to be installed at a target burial depth of 1 metre below seabed surface.

(8) The cable circuits comprising Work No. 5 are to emerge in HDD exit pits and be laid on or beneath the seabed or in ducts laid on or beneath the seabed.

(9) The cable circuits comprising Work No. 6 must be installed underground and beneath the seabed by horizontal directional drilling.

Maintenance of the authorised project

3.—(1) No less than four months prior to the completion of construction of the authorised scheme the undertaker must submit to the MMO for approval an operations and maintenance plan which accords with the outline offshore operations and maintenance plan.

(2) The undertaker may at any time maintain the authorised scheme, except to the extent that this licence or an agreement made under this licence provides otherwise. All operation and maintenance activities must be carried out in accordance with the approved operations and maintenance plan unless otherwise agreed in writing between the undertaker and the MMO.

(3) No maintenance works whose likely effects are not assessed in the environmental statement may be carried out, unless otherwise approved by the MMO.

(4) Maintenance works include but are not limited to—

(a) major offshore substation platform replacement;

(b) painting offshore substation platforms;

(c) bird waste removal;

(d) cable remedial burial;

(e) export cable and interconnector cable repairs;

(f) access ladder replacement; and

(g) J-tube repair/replacement.

(5) Where the MMO's approval is required under paragraph (3), approval may be given only where it has been demonstrated to the satisfaction of the MMO that the works for which approval

is sought are unlikely to give rise to any new or materially different environmental effects from those assessed in the environmental statement.

Extension of time periods

4. Any time period in this licence given to either the undertaker or the MMO may be extended with the written agreement of the other party.

Notifications and inspections

5.—(1) The undertaker must ensure that—

(a) a copy of this 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 MMO in accordance with condition 15; and

(ii) the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 15; and

(b) within 28 days of receipt of a copy of this licence those persons referred to in sub-paragraph (a) must provide a completed confirmation form to the MMO confirming receipt of this licence.

(2) Only those persons and vessels notified to the MMO in accordance with condition 15 are permitted to carry out the authorised scheme.

(3) Copies of this 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 or at the office of any transport manager with responsibility for vessels from which authorised deposits or removals are to be made.

(4) The documents referred to in sub-paragraph (1)(a) must be available for inspection by an authorised enforcement officer 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 MMO considers necessary to inspect the works during construction and operation of the authorised scheme.

(6) The undertaker must inform the MMO Coastal Office in writing at least five days prior to the commencement of the authorised scheme or any part thereof and within five days of the completion of the authorised scheme.

(7) The undertaker must inform the Kingfisher Information Service of Seafish by email to kingfisher@seafish.co.uk of details regarding the vessel routes, timings and locations relating to the construction of the authorised scheme—

(a) at least 14 days prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data; and

(b) completion of construction of all offshore activities within five days thereof,

and confirmation of notification must be provided to the MMO within five days thereof.

(8) A notice to mariners must be issued at least 14 days prior to the commencement of the authorised scheme or any part thereof advising of the relevant start date and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(9) Local notifications to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works (unless otherwise agreed in writing) and supplemented with VHF radio broadcasts agreed with the

MCA in accordance with the construction programme approved under condition 11(1)(b). Copies of all notices must be provided to the MMO, MCA and UKHO within five days.

(10) The undertaker must notify the UKHO of completion of construction (within 14 days) of the authorised scheme in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO and the MCA within five days.

(11) In case of damage to, or destruction or decay of, the authorised project or any part thereof excluding the exposure of cable circuits the undertaker must as soon as possible and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify the MMO, MCA, Trinity House, the Kingfisher Information Service of Seafish and the UKHO and issue a notice to mariners and regional fisheries contacts.

(12) In case of a cable circuit exposure on or above the seabed, the undertaker must within three days following identification by the undertaker notify mariners by issuing a notice to mariners, regional fisheries contacts and notify the Kingfisher Information Service of Seafish of the location of the exposure and copies of all such notices must be provided to the MMO, MCA, Trinity House and UKHO within five days.

Aids to navigation

6.—(1) The undertaker must during the whole period from commencement of the authorised scheme to completion of decommissioning 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 period from the start of construction of the authorised scheme to completion of decommissioning of the authorised scheme keep Trinity House, the MMO, MCA and UKHO informed of progress of the authorised scheme including the following—

(a) notice of commencement of construction of the authorised scheme 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 scheme.

(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 11(1)(o) using the reporting system provided by Trinity House.

(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 MMO 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 condition 5(11) or 5(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.

Colour of structures

7.—(1) The undertaker must colour all structures yellow (colour code RAL 1023) from at least highest astronomical tide to a height directed by Trinity House, or must colour the structure as directed by Trinity House from time to time.

(2) Subject to sub-paragraph (1), unless the MMO otherwise directs, the undertaker must ensure that the remainder of the structures are painted light grey (colour code RAL 7035).

Aviation safety

8.—(1) The undertaker must exhibit such lights, with such shape, colour and character as are required in writing by Air Navigation Order 2016(**a**) and determined necessary for aviation safety following 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 scheme unless otherwise agreed with the Ministry of Defence.

(2) The undertaker must notify the Defence Infrastructure Organisation Safeguarding, the Civil Aviation Authority, NATS (En Route) plc and the MMO, at least 14 days prior to the commencement of the authorised scheme, in writing of the following information)—

(a) the date of the commencement of construction of the authorised scheme;

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

(c) the maximum height of any offshore substation to be constructed; and

(d) the latitude and longitude of each offshore substation and wind turbine generator to be constructed,

and the Defence Infrastructure Organisation Safeguarding must be notified of any changes to the information supplied under this paragraph and of the completion of the construction of the authorised scheme. Copies of such notifications must be provided to the MMO within five working days of the notification to the Defence Infrastructure Organisation Safeguarding.

(3) Within 14 days of the commencement of construction of the authorised scheme the undertaker must submit an operational lighting scheme for the lighting of structures above 60 metres in height to the Defence Infrastructure Organisation Safeguarding and the Civil Aviation Authority which must include the proposed intensity levels.

(4) The authorised scheme must not be brought into commercial operation unless and until the lighting scheme submitted pursuant to sub-paragraph (3) has been approved and implemented.

(5) The lights installed in accordance with sub-paragraphs (1) and (4) will be operated at the lowest permissible lighting intensity level.

Chemicals, drilling and debris

9.—(1) Unless otherwise agreed in writing by the MMO all chemicals and substances including paints and coatings used below the MHWS for the undertaking of the licensed activities must be approved in writing by the MMO prior to use. Submission for approval to the MMO must take place no later than ten weeks prior to use, unless otherwise agreed to by the MMO in writing.

(2) The undertaker must ensure that any coatings/treatments are suitable for use in the marine environment and are used in accordance with guidelines approved by Health and Safety Executive and the Environment Agency Pollution Prevention Control Guidelines.

(3) The undertaker must ensure that only inert material of natural origin, drilling mud and dredged material, produced during the drilling installation of or seabed preparation for foundations, and sandwave clearance works is disposed of within the extent of the offshore Order limits. Any material of anthropogenic origin will be screened out and disposed of at an appropriate waste facility onshore. The undertaker must inform the MMO of the location and quantities of material disposed of each month under the Order by reference to the disposal site identifier agreed with the MMO, by submission of a disposal return by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

(4) 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.

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

(5) In the event that any rock material used in the construction of the authorised scheme is misplaced or lost below MHWS, the undertaker must report the loss to the MMO Local Office within 48 hours and if the MMO reasonably considers following consultation with the MCA and Trinity House, such material to constitute a navigation or environmental hazard (dependent on the size and nature of the material) the undertaker must endeavour to locate the material and recover it.

(6) 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 should be contained to prevent run off entering the water through the freeing ports.

(7) The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan approved under condition 11(1)(d)(i).

(8) All dropped objects must be reported to the MMO using the dropped object procedure form as soon as reasonably practicable and in any event within 24 hours following the undertaker becoming aware of an incident. On receipt of the dropped object procedure form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and on receipt of such surveys the MMO may require obstructions which are hazardous to other marine users to be removed from the seabed at the undertaker's expense if reasonable to do so.

Force majeure

10.—(1) If, 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 full details of the circumstances of the deposit must be notified to the MMO.

(2) The unauthorised deposits must be removed at the expense of the undertaker unless written approval is obtained from the MMO.

Pre-construction plans and documentation

11.—(1) The authorised scheme or any part thereof must not commence until the following (insofar as relevant to that activity) has been submitted to and approved in writing by the MMO, following consultation with (where relevant) Natural England, Trinity House and the MCA—

(a) A design plan at a scale of between 1:25,000 and 1:50,000, including detailed representation on the most suitably scaled admiralty chart, which shows—

(i) the proposed location, including grid co-ordinates of the centre point of the proposed location for each wind turbine generator permitted pursuant to licence 1 (generation), offshore substation and the array periphery and choice of foundation types and depths for all offshore substations;

(ii) the number, specifications and dimensions of the offshore substations;

(iii) the proposed length location and arrangement of interconnector cables and export cables comprising Work Nos. 3 to 6 targeting areas of seabed that maximise cable burial;

(iv) the dimensions of all monopile foundations or multileg foundations;

(v) any exclusion zones/environmental micrositing requirements due to marine heritage constraints, environmental constraints or difficult ground conditions discovered post approval under this condition 11 (pre-construction plans and documentation) and condition 16 (pre-construction monitoring and surveys); and

(vi) that the details set out in relation to sub-paragraphs (i) to (v) do not prevent that part of the wind farm separation zone oriented north to south being open and navigable for all vessels and compliant with Marine Guidance Note (MGN) 654,

to ensure conformity with the description of Work Nos. 3 to 6 and compliance with conditions 1 to 3;

(b) a construction programme to include details of—

(i) the proposed construction start date;

(ii) proposed timings for mobilisation of plant delivery of materials and installation works; and

(iii) an indicative written construction programme for all offshore substations and cable circuit installation works comprised in Work Nos. 3 to 6 at paragraph 3 of Part 1 (licenced marine activities) of this Schedule (insofar as not shown in sub-paragraph (ii)),

unless otherwise agreed in writing with the MMO;

(c) a construction method statement in accordance with the construction methods assessed in the environmental statement including details of—

(i) foundation installation methodology, including whether or not gravel bags will be used, a dredging protocol, piling methods including maximum proposed hammer energy, drilling methods and disposal of drill arisings and material extracted to include seabed preparation for foundation installation works where relevant;

(ii) advisory safe passing distances for vessels around construction sites;

(iii) advisory exclusion zones during any piling activities;

(iv) cable installation method including a dredging protocol, export cable and interconnector cable installation works and minimisation of direct and indirect seabed disturbance footprint for the export cable and interconnector cables;

(v) any exclusion zones/environmental micrositing requirements for cable circuit routing;

(vi) contractors;

(vii) vessels and vessels transit corridors;

(viii) associated ancillary works;

(ix) guard vessels to be employed; and

(x) carbon measuring and reporting;

(d) a project environment management plan which accords with the outline project environment management plan, which must be submitted to the MMO at least six months prior to commencement of the authorised scheme or the relevant part thereof and is to include details of—

(i) a marine pollution contingency plan, which accords with the outline marine pollution contingency plan, to address the risks, methods and procedures to deal with any spills and collision incidents of the authorised scheme in relation to all activities carried out;

(ii) a chemical risk assessment to include information regarding how and when chemicals are to be used, stored and transported in accordance with recognised best practice guidance;

(iii) a marine biosecurity plan detailing how the risk of introduction and spread of invasive non-native species will be minimised; and

(iv) waste management and disposal arrangements;

(e) a vessel traffic monitoring strategy which accords with the outline vessel traffic monitoring strategy comprising part of the offshore in-principle monitoring plan which is to include—

(i) vessel traffic monitoring by automatic identification system for the duration of the construction period;

(ii) post-construction vessel traffic monitoring by automatic identification system for the period of three consecutive years following the completion of construction of authorised scheme; and

(iii) submission of a report to the MMO, Trinity House and the MCA at the end of each year of the construction period and the following three years post-construction;

(f) a vessel management plan including a code of conduct for vessel operators which must incorporate the Working in Proximity to Wildlife in the Marine Environment Protocol which shall apply during both construction and the operational lifetime of the authorised scheme;

(g) a fisheries liaison and co-existence plan which accords with the outline fisheries liaison and co-existence plan;

(h) a diver communication plan which accords with the outline diver communication plan;

(i) a scour protection and cable protection plan which accords with the outline scour protection and cable protection plan providing details of the need, type, sources, quantity and installation methods for scour protection, which must be updated and resubmitted for approval if changes to it are proposed following cable laying operations;

(j) a monitoring plan which accords with the offshore in-principle monitoring plan and is to detail proposals for pre-construction monitoring surveys, construction monitoring, post-construction monitoring and related reporting;

(k) a sensitive features mitigation plan which accords with the in-principle sensitive features mitigation plan which must be submitted to the MMO at least six months prior to commencement of the authorised scheme or the relevant part thereof and is to include spatial and temporal restrictions on piling activities;

(l) in the event that driven or part-driven pile foundations are proposed to be used—

(i) the hammer energy used to drive or part-drive the pile foundations must not exceed—

(aa) 4,400kJ in respect to monopile foundations; and

(bb) 2,500kJ in respect of pin piles;

(ii) a piling marine mammal mitigation protocol which accords with the draft piling marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals, including details of soft start procedures with specified duration periods following current best practice as advised by the relevant statutory nature conservation bodies;

(m) a UXO marine mammal mitigation protocol which accords with the draft UXO marine mammal mitigation protocol;

(n) a cable specification and installation plan which accords with the outline cable specification and installation plan, to include—

(i) technical specification of offshore cable circuits on or below the seabed, including a desk-based assessment of attenuation of electro-magnetic field strengths, shielding and cable circuit burial depth in accordance with industry good practice;

(ii) a sandwave and other seabed clearance plan for all designated sites affected, including details of the volumes of material to be dredged, timing of works, locations for disposal and monitoring proposals;

(iii) a detailed cable laying plan for the Order limits, incorporating a burial risk assessment which accords with the outline cable burial risk assessment, encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to Chart Datum and, in the event that any area of cable protection exceeding 5% 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 circuit laying techniques, including cable protection;

(iv) proposals for the volume and areas of cable protection to be used for each cable crossing (if any) and arrangements for crossing and proximity agreements to be put in place with existing subsea pipelines and cable operators;

(v) proposals for monitoring offshore cable circuits including cable protection during the operational lifetime of the authorised scheme which includes a risk based approach to the management of unburied or shallow buried cable circuits; and

(vi) proposals for any necessary mitigation that may be required as a result of further site investigations, which must be approved by the MMO, in consultation with Natural England, prior to commencement of licensed activities;

(o) proposals for any necessary mitigation that may be required as a result of further site investigations, which must be approved by the MMO, in consultation with Natural England, prior to commencement of licensed activities.an aid to navigation management plan to be agreed in writing by the MMO following consultation with Trinity House, to include details of how the undertaker will comply with the provisions of condition 6 (aids to navigation) from the commencement of construction of the authorised scheme to the completion of decommissioning; and

(p) a great black-backed gull monitoring plan, which must detail proposals for pre-construction monitoring surveys, post-construction monitoring and related reporting.

(2) The authorised scheme must not commence unless no later than six months prior to the commencement a written scheme of archaeological investigation has been submitted to and approved by the MMO following consultation with West Sussex County Council (in relation to those part of the offshore Order limits landwards of MLWS) and the statutory historic body, in accordance with the outline marine written scheme of investigation, and in accordance with industry good practice, following consultation with the statutory historic body to include—

(a) details of responsibilities of the undertaker, archaeological consultant and contractor;

(b) a methodology for further site investigation and surveys including any target locations and specifications for geophysical geotechnical and diver or remotely operated vehicle investigations, removal of archaeological finds if required, and including for unexploded ordnance;

(c) archaeological analysis of high resolution survey data, and timetable for reporting, which is to be submitted to the MMO within six months of any survey being completed;

(d) delivery of any mitigation including, where necessary, identification and modification of archaeological exclusion zones prior to construction;

(e) monitoring of archaeological exclusion zones during and post construction;

(f) a requirement for the undertaker to ensure that a copy of any agreed archaeological report is deposited with the Archaeological Data Service, 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 MMO and the statutory historic body that the OASIS form has been submitted to the Archaeological Data Service within two weeks of submission;

(g) a reporting and recording protocol, including reporting of any wreck or wreck material during construction, operation and decommissioning of the authorised scheme; and

(h) a timetable for further site investigations, which must allow sufficient opportunity to establish a full understanding of the historic environment within the relevant parts of the offshore Order limits and the approval of any necessary mitigation required as a result of the further site investigations prior to commencement of licensed activities.

(3) Pre-commencement surveys and archaeological investigations and pre-commencement material operations which involve intrusive activities must only take place in accordance with a specific outline marine written scheme of investigation (which must accord with the details set out in the outline marine written scheme of investigation) which has been submitted to and approved by the MMO.

12.—(1) Each programme, statement, plan, protocol or scheme required to be approved under condition 11 (save for those required under conditions 11(1)(j) and 11(1)(p)) must be submitted for approval at least four months prior to the intended commencement of the relevant part of the authorised scheme, except where otherwise stated or unless otherwise agreed in writing by the MMO.

(2) The monitoring plan required under condition 11(1)(j) must be submitted in accordance with the following, unless otherwise agreed in writing with the MMO—

(a) at least six months prior to the first survey, detail of any pre-construction surveys and an outline of all proposed monitoring;

(b) at least six months prior to construction, detail on construction monitoring; and

(c) at least six months prior to commissioning, detail of post-construction (and operational) monitoring.

(3) The monitoring plan required under condition 11(1)(p) must be submitted in accordance with the following, unless otherwise agreed in writing with the MMO, in consultation with Natural England—

(a) at least six months prior to the first survey, detail of any proposed pre-construction monitoring; and

(b) at least six months prior to commissioning, detail of any proposed post-construction and operational monitoring.

(4) The MMO must determine an application for approval made under condition 11 within a period of four months commencing on the date the application is received by the MMO, except where an application is required to be made no less than six months prior to the intended commencement of the authorised scheme or relevant activity in which case the MMO must determine the application for approval within the period of six months commencing on the date the application is received by the MMO, unless otherwise agreed in writing with the undertaker.

(5) No part of the authorised scheme may commence until for the relevant part of the authorised scheme the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 11.

(6) The authorised scheme must be carried out in accordance with the approved plans, protocols, statements, schemes and details approved under condition 11, unless otherwise agreed in writing by the MMO, in consultation with (where relevant) Natural England.

Safety Zones

13. The authorised scheme or relevant part thereof must not commence until (insofar as relevant to the licensed activity) an application has been made to the Secretary of State for a safety zone pursuant to the 2004 Act.

Offshore safety management

14. No part of the authorised scheme may commence until the MMO, following consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that part of the authorised scheme, adequately addressed all MCA recommendations contained within MGN654 "Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues" and its annexes.

Reporting of engaged agents, contractors and vessels

15.—(1) The undertaker must provide the following information to the MMO—

(a) the name and function of any agent or contractor appointed to engage in the authorised scheme no less than 24 hours before the agent, contractor or subcontractor carries out any part of the authorised scheme; and

(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the authorised scheme.

(2) Any changes to the name and function of the specified agent, contractor or subcontractor that will carry out the specified licensed activities or vessel to be used must be notified to the MMO in writing prior to the agent, contractor, subcontractor or vessel carrying out the authorised scheme.

(3) The undertaker must ensure that a copy of this licence and any subsequent revisions or amendments has been provided to any agents, contractors or subcontractors that will carry out the part of the authorised scheme on behalf of the undertaker prior to them carrying out any licensed activity.

Pre-construction monitoring and surveys

16.—(1) The undertaker must, in discharging condition 11(1)(j) in respect of pre-construction surveys and monitoring, provide details of proposed surveys, including methodologies and timings, and a proposed format and content for a pre-construction baseline report and—

(a) the survey proposals must be in 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; and

(b) the baseline report proposals 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.

(2) Subject to receipt from the undertaker of specific proposals pursuant to this condition, the pre-construction survey proposals must have due regard to the need to undertake—

(a) a full sea floor coverage swath-bathymetry survey undertaken to IHO Order 1a standard that meets the requirements of MGN654 and its annexes, and side scan sonar of those parts of the offshore Order limits in which it is proposed to carry out the authorised scheme including proposed cable locations and an appropriate buffer. This should fulfil 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;

(b) a survey to determine the location, extent and composition of chalk habitats, stony reef and potential Sabellaria spinulosa reef features, potential nesting sites for black seabream, and peat and clay exposures as set out within the offshore in-principle monitoring plan;

(c) inform future navigation risk assessments as part of the cable specification and installation plan; and

(d) inform the identification of any archaeological exclusion zone and post consent monitoring of any such archaeological exclusion zone.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the baseline report to the MMO in the agreed format and in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO and submitted to the MCA in a form approved pursuant to MGN 654.

(4) The undertaker must, in discharging condition 11(1)(p), submit a monitoring scheme that provides details of proposed pre-construction surveys, including methodologies and timings, and a proposed format, content, and timings for providing pre-construction monitoring reports. The monitoring scheme must be in accordance with the great-black backed gull monitoring plan approved under condition 11(1)(p) and must—

(a) specify each survey's objectives and explain how it will assist in informing a useful and valid comparison with the post-construction position, and how it will enable the validation or otherwise of key predictions in the environmental statement;

(b) have due regard to the need to undertake monitoring to determine the distribution and behaviour of great black-backed gulls within the Rampion array area, and the effectiveness of deterrents in reducing roosting behaviour and level of activity within the Rampion array area; and

(c) 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.

(5) The undertaker must carry out the surveys as agreed under sub-paragraph (4) and provide the pre-construction monitoring reports to the MMO and Natural England in the agreed format and in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO, in consultation with Natural England.

Construction monitoring

17. The undertaker must in discharging condition 11(1)(j) for the monitoring plan for the construction phase provide details of any proposed construction monitoring, including methodologies and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in 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 pre-construction position and/or will enable the validation or otherwise of key predictions in the environmental statement.

Post-construction monitoring

18.—(1) The undertaker must, in discharging condition 11(1)(j), submit a monitoring plan for the post-construction monitoring providing details of proposed post-construction surveys, including methodologies (including appropriate buffers, where relevant) and timings, and a proposed format, content and timings for providing reports on the results. The survey proposals must be in accordance with 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 pre–construction position and/or will enable the validation or otherwise of key predictions in the environmental statement and is to include a survey to determine the location, extent and composition of and Sabellaria spinulosa reef and potential nesting sites for black seabream.

(2) The surveys to be undertaken pursuant to sub-paragraph (1) must include a swath bathymetric survey to IHO Order 1a of those parts of the offshore Order limits where the authorised scheme has been constructed and provide the data and survey report(s) to the MCA and UKHO. This should fulfil 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.

(3) The undertaker must carry out the surveys agreed under sub-paragraph (1) and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO.

(4) Within 12 weeks of completion of any cable repair or replacement works, the undertaker must undertake a post installation survey along the section of cable that has undergone repair or replacement undertaken to IHO Order 1a standard to demonstrate the successful burial of the cable, and submit a report to the MMO, the MCA and Trinity House on its findings.

(5) In the event that the reports provided to the MMO under sub-paragraph (3) identify impacts which are unanticipated and/or in the view of the MMO in consultation with the relevant statutory nature conservation body are significantly beyond those predicted within the Environmental

Statement, the Habitats Regulations Assessment, and the Marine Conservation Zone Assessment an adaptive management plan to reduce effects to within what was predicted within the Environmental Statement, the Habitats Regulations Assessment, and the Marine Conservation Zone Assessment, unless otherwise agreed by the MMO in writing in consultation with the relevant statutory nature conservation body, must be submitted alongside the monitoring reports submitted under sub-paragraph (3). This plan must be agreed by the MMO in consultation with the relevant statutory nature conservation bodies to reduce effects to an agreed suitable level for this project. Any such agreed and approved adaptive management or mitigation should be implemented and monitored in full to a timetable first agreed in writing with the MMO in consultation with the relevant statutory nature conservation body. In the event that this adaptive management or mitigation requires a separate consent, the undertaker must apply for such consent. Where a separate consent is required to undertake the agreed adaptive management or mitigation, the undertaker shall only be required to undertake the adaptive management or mitigation once the consent is granted.

(6) The undertaker must, in discharging condition 11(1)(p), submit a monitoring scheme providing details of proposed post-construction and operational surveys, including methodologies and timings, and a proposed format, content and timings for providing post-construction and operational monitoring reports. The scheme must be in accordance with the great black-backed gull monitoring plan approved under condition 11(1)(p) and must—

(a) specify each survey's objectives and explain how it will assist in informing a useful and valid comparison with the pre-construction position and how it will enable the validation or otherwise of key predictions in the environmental statement;

(b) have due regard to the need to undertake monitoring to determine the distribution and behaviour of great black-backed gulls within the Rampion array area and array area, and the rates of collision and avoidance of great black-backed gulls with wind turbine generators within the array area; and

(c) ensure that the outcome of the agreed surveys together with existing data and reports are drawn together to present a valid statement of the post-construction and operational position, with any limitations, and must make clear what pre-construction comparison is intended and the justification for this.

(7) The undertaker must carry out the surveys as agreed under sub-paragraph (6) and provide the post-construction and operational monitoring reports to the MMO and Natural England in the agreed format and in accordance with the agreed timetable, unless otherwise agreed in writing by the MMO, in consultation with Natural England.

(8) Any monitoring report compiled in accordance with the monitoring schemes required under sub-paragraph (6) must be provided to the MMO and Natural England no later than four months following completion of the monitoring to which it relates, unless otherwise agreed in writing by the MMO, in consultation with Natural England.

(9) All monitoring reports must be made publicly available and submitted to relevant evidence databases no later than six months following completion of the monitoring required by the great black-backed gull monitoring plan as approved under condition 11(1)(p) unless otherwise agreed in writing by the MMO, in consultation with Natural England.

(10) In the event that the reports provided to the MMO and Natural England under sub-paragraph (6) identify impacts which are unanticipated and/or in the view of the MMO in consultation with the relevant statutory nature conservation body are significantly beyond those predicted within the Environmental Statement, an adaptive management plan to reduce effects to within what was predicted within the Environment Statement, unless otherwise agreed by the MMO in writing in consultation with the relevant statutory nature conservation body, must be submitted alongside the monitoring reports submitted under sub-paragraph (6). This plan must be agreed by the MMO in consultation with the relevant statutory nature conservation bodies. Any such agreed and approved adaptive management or mitigation should be implemented and monitored in full to a timetable agreed in writing with the MMO, in consultation with the relevant statutory nature conservation body. In the event that this adaptive management or mitigation requires a separate consent, the undertaker must apply for such consent. Where a separate consent

is required to undertake the agreed adaptive management or mitigation, the undertaker shall only be required to undertake the adaptive management or mitigation once the consent is granted.

Monitoring of underwater noise from piling

19.—(1) The undertaker must, in discharging condition 11(1)(j), submit details (which accord with the offshore in-principle monitoring plan) for approval by the MMO in consultation with the relevant statutory nature conservation bodies, of any proposed monitoring, including methodologies and timings, to be carried out during the construction of the authorised scheme. The survey proposals must specify each survey's objectives. In the event that driven or part-driven pile foundations are proposed, such monitoring must include measurements of noise generated by the installation of at least eight of the first twelve piled foundations of each piled foundation type to be installed unless otherwise agreed in writing by the MMO, in consultation with the relevant statutory nature conservation bodies.

(2) The undertaker must carry out the surveys approved under sub-paragraph (1), including any further noise monitoring required in writing by the MMO, and provide the agreed reports in the agreed format in accordance with the agreed timetable, unless otherwise agreed in writing with the MMO in consultation with the relevant statutory nature conservation bodies.

(3) The results of the initial noise measurements monitored in accordance with sub-paragraph (1) must be provided to the MMO within six weeks of the first eight of each piled foundation. The assessment of this report by the MMO will determine whether any further noise monitoring is required. If, in the opinion of the MMO in consultation with the relevant statutory nature conservation body, the assessment shows significantly different impacts to those 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.

(4) In the event that piled foundations are proposed to be used, the details submitted in accordance with the offshore in-principle monitoring plan must include proposals for monitoring marine mammals and noise abatement mitigation used, unless otherwise agreed in writing by the MMO, in consultation with the relevant statutory nature conservation bodies.

Timing of monitoring report

20. Any monitoring report compiled in accordance with the monitoring plans provided under conditions 11 must be provided to the MMO no later than four months following completion of the monitoring to which it relates, unless otherwise agreed in writing with the MMO.

Updating of cable monitoring plan

21. Following installation of cable circuits, the cable monitoring plan required under condition 11(1)(n)(v) must be updated with the results of the post-installation surveys. The plan must be implemented during the operational lifetime of the project and reviewed as specified within the plan, following cable burial surveys, or as instructed in writing by the MMO.

Piling

22. In the event that driven or part-driven pile foundations are proposed to be used any such piling must be undertaken in accordance with—

(a) the piling marine mammal mitigation protocol approved under condition 11(1)(l); and

(b) the sensitive features mitigation plan approved under condition 11(1)(k).

Reporting of cable protection

23.—(1) Not more than four months following completion of the construction phase of the project, the undertaker must provide the MMO and the statutory nature conservation body with a report setting out details of the cable protection used for the authorised scheme.

(2) The report is to include the following information—

(a) location of the cable protection;

(b) volume of cable protection; and

(c) any other information relating to the cable protection as agreed between the MMO and the undertaker.

Decommissioning

24.—(1) Prior to any decommissioning activities being undertaken the undertaker must submit and secure the written approval of the MMO in consultation with the relevant statutory nature conservation body for a decommissioning mammal protection protocol (Decommissioning MPP).

(2) The Decommissioning MPP must be implemented as approved.

Completion of construction

25.—(1) The undertaker must submit a close out report to the MMO, MCA, UKHO and the statutory nature conservation body within three months of the date of completion of construction. The close out report must confirm the date of completion of construction and must include the following details—

(a) the final number of installed offshore substations;

(b) a plan of the layout of installed offshore substations;

(c) latitude and longitude coordinates of the centre point of the location of each offshore substation provided as Geographical Information System data referenced to WGS84 datum;

(d) latitude and longitude coordinates of the export cable route provided as Geographical Information System data referenced to WGS84 datum; and

(e) the installed offshore substation parameters relevant for seascape landscape and visual impact.

(2) Following completion of construction, no further construction activities can be undertaken under this licence.

Herring piling restriction

26.—(1) No piling activity can commence within the eastern array area during the herring spawning season until a spawning herring piling restriction plan (in accordance with the outline spawning herring piling restriction plan) containing updated underwater noise modelling has been submitted to and approved by the MMO. The updated underwater noise model must be based on final project parameters to be used to install piles in the eastern array area and must include details of any verified mitigation measures to be employed.

(2) If the herring spawning plan demonstrates that noise levels associated with piling activity in the eastern array area during the herring spawning season will exceed the levels shown on the spawning herring piling restriction plan then no piling activity may be undertaken within the eastern array area during the herring spawning season without the written approval of the MMO.

(3) All piling activity within the eastern array area during the herring spawning season must be undertaken in accordance with the details approved under sub-paragraph (1) or as required as a condition of approval under sub-paragraph (2).

(4) In this condition—

"eastern array area" means the area identified as the eastern array area within the spawning herring piling restriction plan;

"outline spawning herring piling restriction plan" means the plan certified as the outline spawning herring piling restriction plan by the Secretary of State for the purposes of the Order under article 49 (certification of plans and documents etc); and

"herring spawning season" means 1 November to 31 January inclusive.

Reporting of impact pile driving

27.—(1) Only when driven or part-driven pile foundations are proposed to be used as part of the foundation installation the undertaker must provide the following information to the Marine Noise Registry—

(a) prior to the commencement of each part of construction of the authorised scheme, information on the expected location and expected start and end dates of impact pile driving to satisfy the Marine Noise Registry's Forward Look requirements; and

(b) within 12 weeks of completion of impact pile driving for the relevant part of the authorised scheme, information on the locations and dates of impact pile driving to satisfy the Marine Noise Registry's Close Out requirements.

(2) The undertaker must notify the MMO in writing of the successful submission of Forward Look or Close Out data pursuant to sub-paragraph (1) within seven days of the submission.

(3) For the purpose of this condition, "Forward Look" and "Close Out" mean the requirements as set out in the UK Marine Noise Registry Information Document Version 1 (July 2015) as amended, updated or superseded from time to time.

Piling restriction

28. No piling associated with the authorised development may be undertaken between 1 March to 31 July inclusive, unless otherwise agreed in writing by the MMO in consultation with the relevant statutory nature conservation body.

SCHEDULE 13

Article 42

HEDGEROWS

PART 1

REMOVAL OF HEDGEROWS

(1) Area	*(2) Location of hedgerow as shown on the tree preservation order and hedgerow plan*
Arun District	H10 shown on sheet 2
Arun District	H13 shown on sheet 2
Arun District	H16 shown on sheet 2
Arun District	H22 shown on sheet 3
Arun District	H27 shown on sheet 4
Arun District	H600 shown on sheet 5
Arun District	H601 shown on sheet 5
Arun District	H531 shown on sheet 7
South Downs National Park	H540 shown on sheet 8
South Downs National Park	H541 shown on sheet 8
South Downs National Park	H545 shown on sheet 11
South Downs National Park	H546 shown on sheet 11
South Downs National Park	H548 shown on sheet 11
South Downs National Park	H551 shown on sheet 11
South Downs National Park	H553 shown on sheet 11
South Downs National Park	H589 shown on sheet 11

South Downs National Park	H590 shown on sheet 11
South Downs National Park	H129 shown on sheet 20
South Downs National Park	H135 shown on sheet 20
South Downs National Park	H146A shown on sheet 21
South Downs National Park	H157 shown on sheet 21
South Downs National Park	H158 shown on sheet 22
South Downs National Park	H161 shown on sheet 21
South Downs National Park	H162 shown on sheet 22
South Downs National Park	H163 shown on sheet 22
South Downs National Park	H165 shown on sheet 21
South Downs National Park	H166 shown on sheet 21
South Downs National Park	H167 shown on sheet 22
South Downs National Park	H172 shown on sheet 21
South Downs National Park	H179 shown on sheets 22 and 23
South Downs National Park	H185 shown on sheet 22
Horsham District	H197 shown on sheet 22
Horsham District	H201a shown on sheet 24
Horsham District	H202 shown on sheet 23
Horsham District	H206a shown on sheet 21
Horsham District	H210 shown on sheet 24
Horsham District	H211 shown on sheet 24
Horsham District	H214 shown on sheet 24
Horsham District	H219 shown on sheet 24
Horsham District	H220 shown on sheet 24
Horsham District	H229 shown on sheet 24
Horsham District	H230 shown on sheet 25
Horsham District	H235 shown on sheet 25
Horsham District	H237 shown on sheet 25
Horsham District	H246 shown on sheet 25
Horsham District	H247 shown on sheet 26
Horsham District	H257 shown on sheet 26
Horsham District	H263 shown on sheet 27
Horsham District	H266 shown on sheet 27
Horsham District	H269 shown on sheet 27
Horsham District	H271 shown on sheet 27
Horsham District	H277 shown on sheet 27
Horsham District	H295 shown on sheet 28
Horsham District	H297 shown on sheet 28
Horsham District	H302 shown on sheet 28
Horsham District	H309 shown on sheet 28
Horsham District	H312 shown on sheet 28
Horsham District	H317 shown on sheet 28
Horsham District	H349 shown on sheet 29
Horsham District	H358 shown on sheet 29
Horsham District	H359 shown on sheet 29
Horsham District	H363 shown on sheet 29
Horsham District	H373 shown on sheet 29
Horsham District	H378 shown on sheets 28 and 29
Horsham District	H380 shown on sheets 28 and 29
Horsham District	H383 shown on sheet 30
Horsham District	H384 shown on sheet 30

Horsham District	H406 shown on sheet 30
Horsham District	H422 shown on sheet 30
Horsham District	H424 shown on sheet 30
Horsham District	H433 shown on sheet 31
Horsham District	H475 shown on sheet 32
Horsham District	H476 shown on sheet 32
Horsham District	H482 shown on sheet 32
Horsham District	H497 shown on sheet 33
Horsham District	H505 shown on sheet 33
Horsham District	H511 shown on sheet 33
Horsham District	H512 shown on sheet 33
Horsham District	H514 shown on sheet 33
Horsham District	H516 shown on sheet 33
Horsham District	H520b shown on sheet 33
Horsham District	H610 shown on sheet 33
Horsham District	H612 shown on sheet 33
Horsham District	H613 shown on sheet 25
Mid-Sussex District	H469 shown on sheet 34
Mid-Sussex District	H489 shown on sheet 34

PART 2

REMOVAL OF IMPORTANT HEDGEROWS

(1) Area	*(2) Reference of hedgerow as shown on the tree preservation and hedgerow plan*
Arun District	H521 shown on sheet 5
Arun District	H527 shown on sheet 6
Arun District	H528 shown on sheet 6
South Downs National Park	H549 shown on sheet 10 and 11
South Downs National Park	H168 shown on sheet 22
South Downs National Park	H181 shown on sheet 23
Horsham District	H228 shown on sheet 24
Horsham District	H245 shown on sheet 25
Horsham District	H308 shown on sheet 28
Horsham District	H372 shown on sheet 29
Horsham District	H377 shown on sheet 29
Horsham District	H464b shown on sheet 32
Horsham District	H474 shown on sheet 32
Horsham District	H481 shown on sheets 32 and 33
Horsham District and Mid-Sussex District	H507 shown on sheet 33
Horsham District	H509 shown on sheet 33
Horsham District	H515 shown on sheet 33
Mid-Sussex District	H456 shown on sheet 34

SCHEDULE 14

Article 45

PROCEDURE FOR DISCHARGE OF CERTAIN APPROVALS

Applications made for certain approvals

1.—(1) Where an application has been made to a discharging authority for any consent, agreement or approval required or contemplated by any of the requirements in Part 3 of Schedule 1 (requirements) to this Order the undertaker must—

(a) give the discharging authority sufficient information to identify the requirement(s) to which the application relates; and

(b) provide such particulars, plans and drawings as are reasonably considered necessary to deal with the application.

(2) The discharging authority must give notice to the undertaker of its decision on the application before the end of the decision period.

(3) For the purposes of this paragraph the decision period is—

(a) where no further information is requested under paragraph 2 (further information), 56 days from the day immediately following that on which the application is received by the discharging authority;

(b) where further information is requested under paragraph 2 (further information), 56 days from the day immediately following that on which the further information has been supplied by the undertaker under paragraph 2; or

(c) such longer period as may be agreed by the undertaker and the discharging authority in writing before the end of the period in sub-paragraph 3(a) or (b).

Further information

2.—(1) In relation to any application to which this Schedule applies, the discharging authority has the right to request such further information from the undertaker as is reasonably necessary to enable it to consider the application.

(2) If the discharging authority considers such further information to be necessary it must, as soon as reasonably practicable and in any event within 20 business days of receipt of the application notify the undertaker in writing specifying the further information required.

(3) If the discharging authority does not give such notification as specified in sub-paragraph (2) it is to be deemed to have sufficient information to consider the application and is not subsequently entitled to request further information without the prior agreement of the undertaker.

Fees

3.—(1) Where an application is made to the discharging authority for consent, agreement or approval in respect of a requirement, the fee for the discharge of conditions as specified in the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012(**a**) (or any regulations replacing the same) is to be paid by the undertaker to the relevant discharging authority.

(2) Any fee paid under this Schedule must be refunded to the undertaker within 42 days of—

(a) the application being rejected as invalidly made; or

(b) the discharging authority failing to determine the application within the decision period as determined under paragraph 1, unless within that period the undertaker agrees, in writing, that the fee is to be retained by the discharging authority and credited in respect of a future application.

(**a**) S.I. 2012/2920.

Appeals

4.—(1) The undertaker may appeal to the Secretary of State in the event that—

(a) the discharging authority refuses an application for any consent, agreement or approval required or contemplated by any of the requirements in Part 3 of Schedule 1 (requirements) to this Order or grants it subject to conditions;

(b) the discharging authority does not give notice of its decision to the undertaker within the decision period specified in paragraph 1 (applications made for certain approvals);

(c) on receipt of a request for further information under paragraph 2 (further information) the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not necessary for consideration of the application; or

(d) on receipt of any further information requested, the discharging authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The appeal process is as follows—

(a) any appeal by the undertaker must be made within 42 days of the date of the notice of the decision or determination, or (where no determination has been made) expiry of the decision period as determined under paragraph 1;

(b) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the discharging authority and the relevant requirement consultees (if applicable);

(c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to determine the appeal ("the appointed person") and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person's attention should be sent;

(d) the discharging authority and the requirement consultees must submit written representations to the appointed person in respect of the appeal within 20 business days of the date on which the appeal parties are notified of the appointment of a person under sub-paragraph (2)(c) and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person; and

(e) the appeal parties are to make any counter-submissions to the appointed person within 20 business days of receipt of written representations under sub-paragraph (2)(d).

(3) The appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable.

(4) 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.

(5) If the appointed person considers that further information is necessary to enable consideration of the appeal the appointed person must, as soon as practicable, notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(6) Any further information required under sub-paragraph (5) is to be provided by the party from whom the information is sought to the appointed person and to other appeal parties by the date specified by the appointed person. Any written representations concerning matters contained in the further information must be submitted to the appointed person, and made available to all appeal parties within 10 business days of that date.

(7) On an appeal under this paragraph, the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(8) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the prescribed time limits, or set by the appointed person under this paragraph.

(9) The appointed person may proceed to a decision even though no written representations have been made within the prescribed time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(10) The decision of the appointed person on an appeal is to be final and binding on the appeal parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(11) If an approval is given by the appointed person under this Schedule, it is deemed to be an approval for the purpose of any consent, agreement or approval for the purpose of Part 3 of Schedule 1 (requirements) as if it had been given by the discharging authority. The discharging authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(12) Except where a direction is given under sub-paragraph (13) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person are to be met by the undertaker.

(13) On application by the discharging authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to the Planning Practice Guidance published by the Ministry of Housing, Communities and Local Government or any circular or guidance which may from time to time replace it.

Interpretation of Schedule 14

5. In this Schedule—

"the appeal parties" means the discharging authority, the undertaker and any requirement consultees;

"business day" means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday;

"discharging authority" means the relevant body responsible for approving details pursuant to a requirement which is the subject of an appeal; and

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

SCHEDULE 15

Article 46

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 46 (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 relevant parties. Any dispute which is not resolved amicably by the senior management of the relevant parties within 20

business days of the dispute arising, or such longer period as agreed in writing by the parties, are to 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, bank and public 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 his/her acceptance of an appointment by agreement of the parties; or

(b) the date the arbitrator is appointed by the Secretary of State.

Timetable

3.—(1) The timetable for the arbitration will be that set out in sub-paragraphs (2) to (4)unless amended in accordance with paragraph 5(3).

(2) Within 15 days of the arbitrator being appointed, the claimant is to 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 is to 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, and its contentions as to those elements of the claimant's claim it does not accept;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; 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 under sub-paragraph (3), the claimant may make a statement of reply by providing both the respondent and the arbitrator with—

(a) a written statement responding to the respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;

(b) all statements of evidence and copies of documents in response to the respondent's submissions;

(c) any expert report in response to the respondent's submissions;

(d) any objections to the statements of evidence, expert reports or other documents submitted by the respondent; and

(e) its written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The arbitrator is to 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 10 days of the arbitrator advising the parties that they 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 they consider is fair and reasonable in all the circumstances. The date for the hearing is to be not 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 may 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 10 days of the issues being provided; and

(c) the form and content of a joint report will be as directed by the arbitrator.

(7) Within 10 days of a hearing or a decision by the arbitrator that no hearing is to be held the parties may by way of exchange provide the arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The arbitrator must take these submissions into account in the award.

(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 is to be no discovery or disclosure, except that the arbitrator will have the power to order the parties to produce such documents as are reasonably requested by another party no later than the statement of reply, or by the arbitrator, where the documents are manifestly relevant,

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(**a**) 1996 c. 23.

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; and

(b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the arbitrator's fees and expenses.

Costs

6.—(1) The costs of the arbitration are to 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 is to be open to and accessible by the public.

(2) The arbitrator may direct that the whole or part of a hearing is to be private or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.

(3) 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 16

Article 49

DOCUMENTS TO BE CERTIFIED

PART 1

DOCUMENTS FORMING PART OF THE ENVIRONMENTAL STATEMENT TO BE CERTIFIED

(1) Document Reference	*(2) Examination Library Reference*	*(3) Document Name*	*(4) Version*	*(5) Date*
6.2.1	REP6-119	Environmental Statement – Volume 2 Chapter 1 Introduction	B	01 August 2024
6.2.2	REP6-141	Environmental Statement – Volume 2 Chapter 2 Policy and	B	01 August 2024

		Legislative context		
6.2.3	REP6-163	Environmental Statement – Volume 2 Chapter 3 - Alternatives	B	01 August 2024
6.2.4	REP6-172	Environmental Statement – Volume 2 Chapter 4 The Proposed Development	B	01 August 2024
6.2.5	REP6-173	Environmental Statement – Volume 2 Chapter 5 Approach to the Environmental Impact Assessment	B	01 August 2024
6.2.6	REP6-175	Environmental Statement – Volume 2 Chapter 6 Coastal processes	B	01 August 2024
6.2.7	REP6-177	Environmental Statement – Volume 2 Chapter 7 Other marine users	B	01 August 2024
6.2.8	REP6-179	Environmental Statement – Volume 2 Chapter 8 Fish and shellfish ecology	C	01 August 2024
6.2.9	REP6-181	Environmental Statement – Volume 2 Chapter 9 Benthic, subtidal and intertidal ecology	D	01 August 2024
6.2.10	REP6-121	Environmental Statement – Volume 2 Chapter 10 Commercial fisheries	B	01 August 2024
6.2.11	Post-examination	Environmental Statement – Volume 2 Chapter 11 Marine mammals (clean)	F	December 2024
6.2.12	REP6-125	Environmental Statement – Volume 2 Chapter 12 Offshore and intertidal ornithology	B	01 August 2024
6.2.13	REP6-127	Environmental Statement – Volume 2 Chapter 13 Shipping and navigation	B	01 August 2024
6.2.14	REP6-129	Environmental Statement – Volume 2 Chapter 14 Civil and military aviation	B	01 August 2024
6.2.15	REP6-131	Environmental Statement – Volume 2 Chapter 15 Seascape, landscape and visual impact assessment	B	01 August 2024
6.2.16	REP6-133	Environmental Statement – Volume 2 Chapter 16 Marine archaeology	C	01 August 2024
6.2.17	REP6-135	Environmental Statement – Volume 2 Chapter 17 Socioeconomics	B	01 August 2024
6.2.18	REP6-137	Environmental Statement – Volume 2 Chapter 18 Landscape and visual impact	C	01 August 2024
6.2.19	REP6-139	Environmental Statement – Volume 2 Chapter 19 Air quality	B	01 August 2024
6.2.20	REP6-143	Environmental Statement –	B	01 August 2024

		Volume 2 Chapter 20 Soils and agriculture		
6.2.21	REP6-145	Environmental Statement – Volume 2 Chapter 21 Noise and vibration (clean)	C	01 August 2024
6.2.22	REP6-147	Environmental Statement – Volume 2 Chapter 22 Terrestrial ecology and nature conservation	D	01 August 2024
6.2.23	REP6-149	Environmental Statement – Volume 2 Chapter 23 Transport	B	01 August 2024
6.2.24	REP6-151	Environmental Statement – Volume 2 Chapter 24 Ground conditions	B	01 August 2024
6.2.25	REP6-153	Environmental Statement – Volume 2 Chapter 25 Historic environment (clean)	D	01 August 2024
6.2.26	REP6-155	Environmental Statement – Volume 2 Chapter 26 Water environment	B	01 August 2024
6.2.27	REP6-157	Environmental Statement – Volume 2 Chapter 27 Major accidents and disasters	B	01 August 2024
6.2.28	REP6-159	Environmental Statement – Volume 2 Chapter 28 Population and human health	B	01 August 2024
6.2.29	REP6-161	Environmental Statement – Volume 2 Chapter 29 Climate change	B	01 August 2024
6.2.30	REP6-165	Environmental Statement – Volume 2 Chapter 30 Inter-related effects	B	01 August 2024
6.2.31	REP6-167	Environmental Statement – Volume 2 Chapter 31 Summary	B	01 August 2024
6.2.32	REP6-169	Environmental Statement – Volume 2 Chapter 32 ES Addendum	C	01 August 2024
6.3.1	APP-073	Environmental Statement – Volume 3 Chapter 1 Introduction - Figures	A	08 August 2023
6.3.1.1	APP-073	Rampion 2 ES Volume Figure 1.1 Proposed DCO Order limits	A	08 August 2023
6.3.2	APP-074	Environmental Statement – Volume 3 Chapter 2 Policy and legislative context – figures	A	08 August 2023
6.3.3	REP6-190	Environmental Statement – Volume 3 Chapter 3 Alternative – figures	B	01 August 2024
6.3.4	APP-076	Environmental Statement – Volume 3 Chapter 4 The Proposed Development – Figures (Part 1 of 2)	A	08 August 2023
6.3.4	APP-077	Environmental Statement – Volume 3 Chapter 4 The Proposed Development – Figures (Part 2 of 2)	A	08 August 2023

6.3.5	APP-078	Environmental Statement – Volume 3 Chapter 5 Approach to the Environmental Impact Assessment (EIA) – Figures	A	08 August 2023
6.3.6	APP-079	Environmental Statement – Volume 3 Chapter 6 Coastal processes – figures	A	08 August 2023
6.3.7	APP-080	Environmental Statement – Volume 3 Chapter 7 Other marine users – figures	A	08 August 2023
6.3.8	REP6-191	Environmental Statement – Volume 3 Chapter 8 Fish and shellfish – Figures	C	01 August 2024
6.3.9	REP2-010	Environmental Statement – Volume 3 Chapter 9 Benthic, subtidal and intertidal ecology - figures	B	20 March 2024
6.3.10	APP-083	Environmental Statement – Volume 3 Chapter 10 Commercial fisheries – figures	A	08 August 2023
6.3.11	APP-084	Environmental Statement – Volume 3 Chapter 11 Marine Mammals - figures	A	08 August 2023
6.3.12	APP-085	Environmental Statement – Volume 3 Chapter 12 Offshore and intertidal ornithology – figures	A	08 August 2023
6.3.13	APP-086	Environmental Statement – Volume 3 Chapter 13 Shipping and navigation – figures	A	08 August 2023
6.3.14	APP-087	Environmental Statement – Volume 3 Chapter 14 Civil and military aviation study area – figures	A	08 August 2023
6.3.15	APP-088	Environmental Statement – Volume 3 Chapter 15 Seascape, landscape and visual impact assessment – figures (Part 1 of 8)	A	08 August 2023
6.3.15	APP-089	Environmental Statement – Volume 3 Chapter 15 Seascape, landscape and visual impact assessment – figures (Part 2 of 8)	A	08 August 2023
6.3.15	APP-090	Environmental Statement – Volume 3 Chapter 15 Seascape, landscape and visual impact assessment – figures (Part 3 of 8)	A	08 August 2023
6.3.15	APP-091	Environmental Statement – Volume 3 Chapter 15 Seascape, landscape and visual impact assessment – figures (Part 4 of 8)	A	08 August 2023
6.3.15	APP-092	Environmental Statement –	A	08 August 2023

		Volume 3 Chapter 15 Seascape, landscape and visual impact assessment – figures (Part 5 of 8)		
6.3.15	APP-093	Environmental Statement – Volume 3 Chapter 15 Seascape, landscape and visual impact assessment – figures (Part 6 of 8)	A	08 August 2023
6.3.15	APP-094	Environmental Statement – Volume 3 Chapter 15 Seascape, landscape and visual impact assessment – figures (Part 7 of 8)	A	08 August 2023
6.3.15	APP-095	Environmental Statement – Volume 3 Chapter 15 Seascape, landscape and visual impact assessment – figures (Part 8 of 8)	A	08 August 2023
6.3.16	APP-096	Environmental Statement – Volume 3 Chapter 16 Marine archaeology – figures	A	08 August 2023
6.3.17	APP-097	Environmental Statement – Volume 3 Chapter 17 Socioeconomics - figures	A	08 August 2023
6.3.18	REP6-184	Environmental Statement – Volume 3 Chapter 18 landscape and visual impact assessment – figures (Part 1 of 6)	D	01 August 2024
6.3.18	REP6-185	Environmental Statement – Volume 3 Chapter 18 landscape and visual impact assessment – figures (Part 2 of 6)	D	01 August 2024
6.3.18	REP6-183	Environmental Statement – Volume 3 Chapter 18 landscape and visual impact assessment – figures (Part 3 of 6)	C	01 August 2024
6.3.18	REP6-186	Environmental Statement – Volume 3 Chapter 18 landscape and visual impact assessment – figures (Part 4 of 6)	D	01 August 2024
6.3.18	REP6-187	Environmental Statement – Volume 3 Chapter 18 landscape and visual impact assessment – figures (Part 5 of 6)	B	01 August 2024
6.3.18	REP6-188	Environmental Statement – Volume 3 Chapter 18 landscape and visual impact assessment – figures (Part 6 of 6)	D	01 August 2024
6.3.19	APP-104	Environmental Statement – Volume 3 Chapter 19 Air quality – figures	A	08 August 2023
6.3.20	APP-105	Environmental Statement – Volume 3 Chapter 20 Soils and agriculture – figures	A	08 August 2023

6.3.21	PEPD-022	Environmental Statement – Volume 3 Chapter 21 Noise and vibration – figures	B	16 January 2024
6.3.23	APP-107	Environmental Statement – Volume 3 Chapter 23 Transport – figures (Part 1 of 4)	A	08 August 2023
6.3.23	APP-108	Environmental Statement – Volume 3 Chapter 23 Transport – figures (Part 2 of 4)	A	08 August 2023
6.3.23	APP-109	Environmental Statement – Volume 3 Chapter 23 Transport – figures (Part 3 of 4)	A	08 August 2023
6.3.23	APP-110	Environmental Statement – Volume 3 Chapter 23 Transport – figures (Part 4 of 4)	A	08 August 2023
6.3.24	APP-111	Environmental Statement – Volume 3 Chapter 24 Ground conditions – figures	A	08 August 2023
6.3.25	APP-112	Environmental Statement – Volume 3 Chapter 25 Historic environment – figures (Part 1 of 5)	A	08 August 2023
6.3.25	APP-113	Environmental Statement – Volume 3 Chapter 25 Historic environment – figures (Part 2 of 5)	A	08 August 2023
6.3.25	REP4-031	Environmental Statement – Volume 3 Chapter 25 Historic environment – figures (Part 3 of 5)	B	03 June 2024
6.3.25	REP6-189	Environmental Statement – Volume 3 Chapter 25 Historic environment – figures (Part 4 of 5)	C	01 August 2024
6.3.25	APP-116	Environmental Statement – Volume 3 Chapter 25 Historic environment – figures (Part 5 of 5)	A	08 August 2023
6.3.26	APP-117	Environmental Statement – Volume 3 Chapter 26 Water Environment – figures (Part 1 of 2)	A	08 August 2023
6.3.26	APP-118	Environmental Statement – Volume 3 Chapter 26 Water Environment – figures (Part 2 of 2)	A	08 August 2023
6.3.28	APP-119	Environmental Statement – Volume 3 Chapter 28 Population and human health – figures	A	08 August 2023
6.4.1.1	APP-120	Environmental Statement – Volume 4 Appendix 1.1 Competent experts	A	08 August 2023
6.4.3.1	APP-121	Environmental Statement – Volume 4 Appendix 3.1	A	08 August 2023

		Supporting information		
6.4.4.1	APP-122	Environmental Statement – Volume 4 Appendix 4.1 Crossing schedule	A	08 August 2023
6.4.4.2	APP-123	Environmental Statement – Volume 4 Appendix 4.1 Crossing schedule	A	08 August 2023
6.4.4.3	TBC	Environmental Statement – Volume 4 Appendix 4.3 Proposed Development parameters	B	01 August 2024
6.4.5.1	APP-125	Environmental Statement – Volume 4 Appendix 5.1 Planning Inspectorate's scoping opinion	A	08 August 2023
6.4.5.2	APP-126	Environmental Statement – Volume 4 Appendix 5.2 Response to the Scoping Opinion	A	08 August 2023
6.4.5.3	APP-127	Environmental Statement – Volume 4 Appendix 5.3 Cumulative effects assessment detailed onshore search and screening criteria	A	08 August 2023
6.4.5.4	APP-128	Environmental Statement – Volume 4 Appendix 5.4 Cumulative effects assessment shortlisted developments	A	08 August 2023
6.4.6.1	APP-129	Environmental Statement – Volume 4 Appendix 6.1 Coastal processes technical report baseline description	A	08 August 2023
6.4.6.2	APP-130	Environmental Statement – Volume 4 Appendix 6.2 Coastal processes model design and validation	A	08 August 2023
6.4.6.3	REP5-044	Environmental Statement – Volume 4 Appendix 6.3 Coastal processes technical report impact assessment	B	09 July 2024
6.4.8.1	APP-132	Environmental Statement – Volume 4 Appendix 8.1 Herring annual heatmaps	A	08 August 2023
6.4.8.2	APP-133	Environmental Statement – Volume 4 Appendix 8.2 Black bream nests	A	08 August 2023
6.4.8.3	REP2-011	Environmental Statement – Volume 4 Appendix 8.3 Underwater noise study for sea bream disturbance	B	20 March 2024
6.4.8.4	PEPD-023	Environmental Statement – Volume 4 Appendix 8.4 Black seabream underwater noise technical note and survey results – Revision A	A	16 January 2024

6.4.9.1	APP-135	Environmental Statement – Volume 4 Appendix 9.1 Predictive seabed mapping methods reports	A	08 August 2023
6.4.9.2	APP-136	Environmental Statement – Volume 4 Appendix 9.2 Offshore wind farm intertidal habitats survey report	A	08 August 2023
6.4.9.3	APP-137	Environmental Statement – Volume 4 Appendix 9.3 Rampion 2 Offshore wind farm subtidal benthic characterisation survey report	A	08 August 2023
6.4.9.4	APP-138	Environmental Statement – Volume 4 Appendix 9.4 Geophysical survey Part 1 of 7	A	08 August 2023
6.4.9.4	APP-139	Environmental Statement – Volume 4 Appendix 9.4 Geophysical survey Part 2 of 7	A	08 August 2023
6.4.9.4	APP-140	Environmental Statement – Volume 4 Appendix 9.4 Geophysical survey Part 3 of 7	A	08 August 2023
6.4.9.4	APP-141	Environmental Statement – Volume 4 Appendix 9.4 Geophysical survey Part 4 of 7	A	08 August 2023
6.4.9.4	APP-142	Environmental Statement – Volume 4 Appendix 9.4 Geophysical survey Part 5 of 7	A	08 August 2023
6.4.9.4	APP-143	Environmental Statement – Volume 4 Appendix 9.4 Geophysical survey Part 6 of 7	A	08 August 2023
6.4.9.4	APP-144	Environmental Statement – Volume 4 Appendix 9.4 Geophysical survey Part 7 of 7	A	08 August 2023
6.4.9.5	APP-145	Rampion 2 ES Volume 4 Appendix 9.5 Technical Note Cable corridor area mitigation for sensitive features	A	08 August 2023
6.4.10.1	APP-146	Environmental Statement – Volume 4 Appendix 10.1 Commercial fisheries technical baseline report	A	08 August 2023
6.4.11.1	APP-147	Environmental Statement – Volume 4 Appendix 11.1 Marine mammal baseline technical report	A	08 August 2023
6.4.11.2	APP-148	Environmental Statement – Volume 4 Appendix 11.2 Marine mammal quantitative underwater noise impact assessment	A	08 August 2023
6.4.11.3	REP5-046	Environmental Statement – Volume 4 Appendix 11.3 Underwater noise assessment	B	09 July 2024

		technical report		
6.4.11.4	Post-examination	Environmental Statement – Volume 4 Appendix 11.4 Bottlenose Dolphin Population Modelling	B	October 2024
6.4.12.1	APP-150	Environmental Statement – Volume 4 Appendix 12.1 Offshore and intertidal ornithology baseline technical report	A	08 August 2023
6.4.12.2	APP-151	Environmental Statement – Volume 4 Appendix 12.2 Offshore and intertidal ornithology displacement analysis	A	08 August 2023
6.4.12.3	APP-152	Environmental Statement – Volume 4 Appendix 12.3 Offshore and intertidal ornithology collision risk modelling	A	08 August 2023
6.4.12.4	APP-153	Environmental Statement – Volume 4 Appendix 12.4 Offshore and intertidal ornithology migratory collision risk modelling	A	08 August 2023
6.4.12.5	APP-154	Environmental Statement – Volume 4 Appendix 12.5 Offshore and intertidal ornithology population viability analysis	A	08 August 2023
8.25	REP4-065	Environmental Statement – Volume 4 Appendix 8 In-combination Assessment update for Guillemot and Razorbill	B	3 June 2024
6.4.12.6	REP6-193	Environmental Statement – Volume 4 Appendix 12.6 Great Black-backed gull Cumulative assessment and PVA	A	01 August 2024
6.4.13.1	APP-155	Environmental Statement – Volume 4 Appendix 13.1 Navigational risk assessment	A	08 August 2023
6.4.14.1	APP-156	Environmental Statement – Volume 4 Appendix 14.1 Airspace analysis and radar modelling	A	08 August 2023
6.4.15.1	APP-157	Environmental Statement – Volume 4 Appendix 15.1 Seascape, landscape and visual impact assessment consultation responses	A	08 August 2023
6.4.15.2	APP-158	Environmental Statement – Volume 4 Appendix 15.2 Seascape, landscape and visual impact assessment methodology	A	08 August 2023
6.4.15.3	APP-159	Environmental Statement – Volume 4 Appendix 15.3	A	08 August 2023

		Simple seascape, landscape and visual impact assessment		
6.4.15.4	APP-160	Environmental Statement – Volume 4 Appendix 15.4 Viewpoint assessment	A	08 August 2023
6.4.15.5	APP-161	Environmental Statement – Volume 4 Appendix 15.5 Assessment of aviation and navigation night-time lighting	A	08 August 2023
6.4.15.6	PEPD-024	Environmental Statement – Volume 4 Appendix 15.6 Supplementary night-time viewpoint assessment	A	16 January 2024
6.4.16.1	REP3-017	Environmental Statement – Volume 4 Appendix 16.1 Marine archaeology technical report	B	25 April 2024
6.4.17.1	APP-163	Environmental Statement – Volume 4 Appendix 17.1 Socioeconomics method statement	A	08 August 2023
6.4.17.2	APP-164	Environmental Statement – Volume 4 Appendix 17.2 Socioeconomics cost and sourcing report	A	08 August 2023
6.4.17.3	APP-165	Environmental Statement – Volume 4 Appendix 17.3 Socioeconomics technical baseline	A	08 August 2023
6.4.17.4	APP-166	Environmental Statement – Volume 4 Appendix 17.4 Assessment of sensitivity of public rights of way	A	08 August 2023
6.4.18.1	APP-167	Environmental Statement – Volume 4 Appendix 18.1 Landscapes and visual impact assessment methodology	A	08 August 2023
6.4.18.2	REP6-194	Environmental Statement – Volume 4 Appendix 18.2 Viewpoint analysis	D	01 August 2024
6.4.18.3	REP6-196	Environmental Statement – Volume 4 Appendix 18.3 Landscape assessment	C	01 August 2024
6.4.18.4	REP6-198	Environmental Statement – Volume 4 Appendix 18.4 Visual assessment	C	01 August 2024
6.4.18.5	REP6-200	Environmental Statement – Volume 4 Appendix 18.5 Residential visual amenity assessment	C	01 August 2024
6.4.18.6	REP4-035	Environmental Statement – Volume 4 Appendix 18.6 Viewpoint directory	B	03 June 2024
6.4.19.1	APP-173	Environmental Statement – Volume 4 Appendix 19.1 Full	A	08 August 2023

		results of construction road traffic modelling		
6.4.19.2	APP-174	Environmental Statement – Volume 4 Appendix 19.2 Full results of construction plant modelling	A	08 August 2023
6.4.20.1	APP-175	Environmental Statement – Volume 4 Appendix 20.1 Detailed agricultural land classification report	A	08 August 2023
6.4.21.1	PEPD-025	Environmental Statement – Volume 4 Appendix 21.1 Baseline sound report (clean)	B	16 January 2024
6.4.21.2	PEPD-027	Environmental Statement – Volume 4 Appendix 21.2 Construction plant list (clean)	B	16 January 2024
6.4.21.3	APP-178	Environmental Statement – Volume 4 Appendix 21.3 Preliminary operational noise predictions	A	08 August 2023
6.4.22.1	APP-179	Environmental Statement – Volume 4 Appendix 22.1 Policy and legislation tables	A	08 August 2023
6.4.22.2	APP-180	Environmental Statement – Volume 4 Appendix 22.2 Terrestrial ecology desk study	A	08 August 2023
6.4.22.3	APP-181	Environmental Statement – Volume 4 Appendix 22.3 Extended phase 1 habitat survey report	A	08 August 2023
6.4.22.4	APP-182	Environmental Statement – Volume 4 Appendix 22.4 National vegetation classification survey report 2021-2022	A	08 August 2023
6.4.22.5	APP-183	Environmental Statement – Volume 4 Appendix 22.5 Hedgerow survey report	A	08 August 2023
6.4.22.6	APP-184	Environmental Statement – Volume 4 Appendix 22.6 Fisheries habitat survey report	A	08 August 2023
6.4.22.7	APP-185	Environmental Statement – Volume 4 Appendix 22.7 Great crested newt environmental DNA survey report 2021 – 2023	A	08 August 2023
6.4.22.8	APP-186	Environmental Statement – Volume 4 Appendix 22.8 Passive and active bat activity report	A	08 August 2023
6.4.22.9	APP-187	Environmental Statement – Volume 4 Appendix 22.9 Hazel dormouse report 2020 – 2022	A	08 August 2023
6.4.22.10	APP-188	Environmental Statement – Volume 4 Appendix 22.10 Invertebrate survey report	A	08 August 2023

6.4.22.11	APP-189	Environmental Statement – Volume 4 Appendix 22.11 Badger, otter and water vole survey reports (NON-CONFIDENTIAL)	A	08 August 2023
6.4.22.12	APP-190	Environmental Statement – Volume 4 Appendix 22.12 Reptile survey	A	08 August 2023
6.4.22.13	APP-191	Environmental Statement – Volume 4 Appendix 22.13 Breeding bird survey	A	08 August 2023
6.4.22.14	APP-192	Environmental Statement – Volume 4 Appendix 22.14 Onshore winter bird report 2020 – 2022	A	08 August 2023
6.4.22.15	REP6-204	Environmental Statement – Volume 4 Appendix 22.15 Biodiversity net gain information	D	01 August 2024
6.4.22.16	REP5-058	Environmental Statement – Volume 4 Appendix 22.16 Arboricultural impact assessment	C	09 July 2024
6.4.22.17	APP-195	Environmental Statement – Volume 4 Appendix 22.17 Bat tree ground level visual assessment survey report	A	08 August 2023
6.4.22.18	PEPD-029	Environmental Statement – Volume 4 Appendix 22.18 Passive and active bat activity report 2023	A	16 January 2024
6.4.22.19	PEPD-030	Environmental Statement – Volume 4 Appendix 22.19 Hazel dormouse report 2023	A	16 January 2024
6.4.23.1	REP6-206	Environmental Statement – Volume 4 Appendix 23.1 Abnormal indivisible loads assessment	B	01 August 2024
6.4.23.2	REP6-208	Environmental Statement – Volume 4 Appendix 23.2 Traffic generation technical note (clean)	E	01 August 2024
6.4.24.1	APP-198	Environmental Statement – Volume 4 Appendix 24.1 Phase 1 geo-environmental desk study	A	08 August 2023
6.4.25.1	APP-199	Environmental Statement – Volume 4 Appendix 25.1 Gazetteer of 14 Onshore heritage assets	A	08 August 2023
6.4.25.2	APP-200	Environmental Statement – Volume 4 Appendix 25.2 Onshore historic environment desk study Part 1 of 2	A	08 August 2023
6.4.25.2	APP-201	Environmental Statement – Volume 4 Appendix 25.2	A	08 August 2023

		Onshore historic environment desk study Part 2 of 2		
6.4.25.3	APP-202	Environmental Statement – Volume 4 Appendix 25.3 Onshore desk-based geoarchaeological and paleoenvironmental assessment report	A	08 August 2023
6.4.25.4	PEPD-031	Environmental Statement – Volume 4 Appendix 25.4 Onshore geophysical survey report Part 1 of 8 (clean)	B	16 January 2024
6.4.25.4	PEPD-113	Environmental Statement – Volume 4 Appendix 25.4 Onshore geophysical survey report Part 2 of 8	B	16 January 2024
6.4.25.4	PEPD-114	Environmental Statement – Volume 4 Appendix 25.4 Onshore geophysical survey report Part 3 of 8	B	16 January 2024
6.4.25.4	PEPD-115	Environmental Statement – Volume 4 Appendix 25.4 Onshore geophysical survey report Part 4 of 8	B	16 January 2024
6.4.25.4	PEPD-116	Environmental Statement – Volume 4 Appendix 25.4 Onshore geophysical survey report Part 5 of 8	B	16 January 2024
6.4.25.4	PEPD-117	Environmental Statement – Volume 4 Appendix 25.4 Onshore geophysical survey report Part 6 of 8	B	16 January 2024
6.4.25.4	PEPD-118	Environmental Statement – Volume 4 Appendix 25.4 Onshore geophysical survey report Part 7 of 8	B	16 January 2024
6.4.25.4	PEPD-119	Environmental Statement – Volume 4 Appendix 25.4 Onshore geophysical survey report Part 8 of 8 Revision B (Clean)	B	16 January 2024
6.4.25.5	APP-211	Environmental Statement – Volume 4 Appendix 25.5 Oakendene parkland historic landscape assessment	A	08 August 2023
6.4.25.6	APP-212	Environmental Statement – Volume 4 Appendix 25.6 Archaeological trial trenching at Brook Barn Farm	A	08 August 2023
6.4.25.7	APP-213	Environmental Statement – Volume 4 Appendix 25.7 Settings assessment scoping report	A	08 August 2023
6.4.25.8	APP-214	Environmental Statement – Volume 4 Appendix 25.8 Onshore heritage asset baseline	A	08 August 2023

		report		
6.4.26.1	APP-215	Environmental Statement – Volume 4 Appendix 26.1 Detailed water environment baseline information	A	08 August 2023
6.4.26.2	REP4-039	Environmental Statement – Volume 4 Appendix 26.2 Flood risk assessment	B	03 June 2024
6.4.26.3	APP-217	Environmental Statement – Volume 4 Appendix 26.3 Water framework directive compliance assessment	A	08 August 2023
6.4.26.4	APP-218	Environmental Statement – Volume 4 Appendix 26.4 Hydrological risk assessment	A	08 August 2023
6.4.28.1	APP-219	Environmental Statement – Volume 4 Appendix 28.1 Human health baseline	A	08 August 2023
6.4.28.2	APP-220	Environmental Statement – Volume 4 Appendix 28.2 Electro magnetic field health evidence base	A	08 August 2023
6.4.28.3	APP-221	Environmental Statement – Volume 4 Appendix 28.3 Equalities impact assessment	A	08 August 2023
6.4.29.1	APP-222	Environmental Statement – Volume 4 Appendix 29.1 Supporting data for the green house green assessment	A	08 August 2023

PART 2

OTHER DOCUMENTS TO BE CERTIFIED

(1) *Document Reference*	*(2)* *Examination Library Reference*	*(3)* *Document Name*	*(4)* *Version*	*(5)* *Date*
2.1.2	AS-025	Land plans onshore	C	18 July 2024
2.2.1	PEPD-004	Offshore works plans	B	16 January 2024
2.2.2	AS-026	Onshore works plans	C	18 July 2024
2.4	AS-027	Special category land plans	C	18 July 2024
2.5	REP6-004	Access rights of way and streets plan	C	01 August 2024
2.6	REP6-005	Tree preservation order and hedgerow plan	F	01 August 2024
2.7	APP-014	Open access land plan	A	08 August 2023
2.11	APP-018	Offshore Order limits and grid co-ordinates plan	A	08 August 2023
4.3	REP6-016	Book of reference	D	01 August 2024
5.8	REP5-023	Design and access statement	C	09 July 2024
7.1	REP5-062	Outline operational drainage plan	D	09 July 2024
7.2	REP6-224	Outline code of construction practice	G	01 August 2024

7.3	APP-225	Outline site waste management plan	A	08 August 2023
7.4	REP5-066	Outline soils management plan	C	09 July 2024
7.5	APP-227	Outline operational travel plan	A	08 August 2023
7.6	REP6-231	Outline construction traffic management plan	G	01 August 2024
7.7	REP3-031	Outline onshore construction workforce travel plan	B	25 April 2024
7.8	REP3-033	Outline public rights of way management plan (clean)	B	25 April 2024
7.9	REP5-070	Outline onshore written scheme of investigation	C	09 July 2024
7.10	REP6-212	Outline landscape and ecology management plan	E	01 August 2024
7.11	REP6-214	Outline project environmental management plan	C	01 August 2024
7.12	REP5-074	Outline scour protection and cable protection plan	C	09 July 2024
7.13	REP6-216	Outline marine written scheme of investigation	D	01 August 2024
7.14	REP6-218	Draft piling marine mammal mitigation protocol	C	01 August 2024
7.15	REP5-078	Draft UXO marine mammal mitigation protocol	B	09 July 2024
7.16	REP5-080	Outline offshore operations and maintenance plan	C	09 July 2024
7.17	Post-examination	In-principle sensitive features mitigation plan	F	December 2024
7.18	Post-examination	Offshore in-principle monitoring plan	F	December 2024
7.19	REP6-222	Outline fisheries liaison and co-existence plan (clean)	C	01 August 2024
7.20	APP-242	Outline diver communications plan	A	08 August 2023
7.21	APP-243	Evidence plan (Part 1 of 11)	A	08 August 2023
7.21	APP-244	Evidence plan (Part 2 of 11)	A	08 August 2023
7.21	APP-245	Evidence plan (Part 3 of 11)	A	08 August 2023
7.21	APP-246	Evidence plan (Part 4 of 11)	A	08 August 2023
7.21	APP-247	Evidence plan (Part 5 of 11)	A	08 August 2023
7.21	APP-248	Evidence plan (Part 6 of 11)	A	08 August 2023
7.21	APP-249	Evidence plan (Part 7 of 11)	A	08 August 2023
7.21	APP-250	Evidence plan (Part 8 of 11)	A	08 August 2023
7.21	APP-251	Evidence plan (Part 9 of 11)	A	08 August 2023
7.21	APP-252	Evidence plan (Part 10 of 11)	A	08 August 2023
7.21	APP-253	Evidence plan (Part 11 of 11)	A	08 August 2023
7.22	REP6-226	Commitments register	F	01 August 2024
7.23	REP6-229	Outline construction method statement	C	01 August 2024
7.24	PEPD-037	Outline skills and employment strategy	B	16 January 2024
8.86	REP5-124	Outline construction communication plan	A	09 July 2024
8.87	REP6-269	Outline vegetation retention and removal plan	C	01 August 2024

8.88	REP5-126	Outline cable specification and installation plan	A	09 July 2024
8.85	REP5-123	Outline cable burial risk assessment	A	09 July 2024
8.105	REP6-236	Horsham District mitigation and enhancement principles document	A	01 August 2024
8.106	REP6-237	National Park enhancement and furtherance principles document	A	01 August 2024
8.95	REP6-273	Public rights of way and landscape enhancement principles document	B	01 August 2024
8.25.10	REP1-028	Appendix 10 – Further information for Action Point 42 – Proximity to marine wildlife	A	28 February 2024
8.60	REP5-111	Outline noise and vibration management plan	B	09 July 2024
8.62	REP6-258	Outline air quality management plan	C	01 August 2024
8.64	REP5-115	Kittiwake implementation and monitoring plan	B	July 2024
8.89	REP6-271	Guillemot and Razorbill Implementation and Monitoring Plan	B	August 2024
	Post-examination	Outline spawning herring piling restriction plan	1.0	12 November 2024

SCHEDULE 17

Article 57

COMPENSATON TO PROTECT THE COHERENCE OF THE NATIONAL SITE NETWORK

PART 1

KITTIWAKE COMPENSATION

1. In this Part 1 of Schedule 17—

"the FFC SPA" means the site designated as the Flamborough and Filey Coast Special Protection Area;

"Final KIMP" means the final kittiwake compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult kittiwakes from the FFC SPA as a result of the authorised development which shall accord with the principles identified in the kittiwake implementation and monitoring plan;

"Kittiwake implementation and monitoring plan" means the document certified as the kittiwake implementation and monitoring plan by the Secretary of State for the purpose of this Order under article 49 (certification of plans and documents etc);

"the Marine Recovery Fund" means the fund to be established and operated by Defra pursuant to section 292 of the Energy Act 2023 for the implementation of strategic compensation or any equivalent fund established by a Government body for that purpose;

"Marine Recovery Fund Payment" means a contribution to the Marine Recovery Fund to compensate for the predicted loss of adult kittiwakes from the FFC SPA as a result of the authorised development the sum of which shall be agreed with Defra or other organisation responsible for the operation of the Marine Recovery Fund;

"the OKEG" means an offshore kittiwake engagement group which has been or shall be established to assist, through consultation, the undertaker and the developer of any other project with whom the undertaker is to collaborate in the delivery of the onshore kittiwake compensation measures; and

"the onshore kittiwake compensation measure" means measures which improve kittiwake habitat within or outside the FFC SPA onshore, or improve breeding success through reducing avian predation.

2.—(1) No offshore works may commence until the undertaker has confirmed in writing to the Secretary of State that—

(a) it will make a Marine Recovery Fund Payment wholly in substitution for the onshore kittiwake compensation measure and that it has received confirmation from Defra or the Marine Recovery Fund operator that suitable measures are available; or

(b) it will submit a Final KIMP to the Secretary of State for approval.

(2) If the undertaker confirms that it intends to make a Marine Recovery Fund Payment under paragraph (1)(a) then no offshore works are to commence until the Secretary of State has provided consent in writing to the Marine Recovery Fund Payment being made in substitution for the onshore kittiwake compensation measure.

3. Where the undertaker elects to submit a Final KIMP no offshore works are to commence until a plan for the work of the OKEG has been submitted to and approved by the Secretary of State, such plan to include—

(a) the identity of, or the arrangements for establishment of, the OKEG;

(b) its terms of reference;

(c) its membership shall (as a minimum) include the local planning authority for the area in which the onshore kittiwake compensation measure is to be provided and statutory nature conservation body as core members and the Royal Society for the Protection of Birds as advisory member;

(d) details of the proposed schedule of meetings, reporting and review periods;

(e) the dispute resolution mechanism and confidentiality provisions; and

(f) a schedule of preparation and delivery.

4. Following consultation with OKEG, the Final KIMP must be submitted to and approved by the Secretary of State.

5. The Final KIMP (if required) must be based on the strategy for kittiwake compensation set out in the kittiwake implementation and monitoring plan and include—

(a) the location where the compensation measures will be delivered and the suitability of that location (including why the location is appropriate ecologically and likely to support successful compensation), and confirmation that the necessary landowner agreement(s) are in place;

(b) where the compensation measures comprise an artificial nesting structure details of the capacity of such structure(s) and its ability to accommodate at least 10 additional nesting spaces for pairs of kittiwake to compensate for the impact of the authorised development on the population of the FFC SPA;

(c) an implementation timetable for delivery including any arrangements made with a third party for implementation of the measures provided that if the measures comprise an artificial nesting structure that has already been delivered the details submitted shall comprise confirmation as to when the structure was completed;

(d) details of any contribution to be made to a third party to ongoing management and maintenance of the compensation measures delivered in collaboration with a third party;

(e) details for the ongoing monitoring and reporting of the effectiveness of the compensation measures identified in the Final KIMP including—

(i) survey methods;

(ii) survey programmes;

(iii) success criteria; and

(iv) timescales for the monitoring reports to be delivered;

(f) details of any adaptive management measures, with details of the factors used to trigger any alternative and/or adaptive management measures; and

(g) confirmation as to how it has had regard to output of consultation with OKEG.

6. Where the Final KIMP identifies the provision of artificial nesting structures in collaboration with one or more other offshore wind farm projects the details submitted pursuant to paragraph 5(b) and (e) shall identify how the effectiveness of the compensation measures and any requirement for adaptive management measures are to be attributed to the authorised development.

7. The undertaker must implement the measures set out in the Final KIMP approved by the Secretary of State, unless otherwise agreed by the Secretary of State following consultation with the relevant statutory nature conservation body and the local planning authority for the area in which the onshore kittiwake compensation measure is to be provided.

8. No operation of any wind turbine generator forming part of the authorised development may begin until the Final KIMP has been implemented, and completed (where appropriate) and has been notified to the Secretary of State, and where the compensation comprises an artificial nesting structure this has been in place for at least four full kittiwake breeding seasons prior to such operation. For the purposes of this paragraph each breeding season is assumed to have commenced on 1 March in each year and ended on 31 August.

9. Where the undertaker has confirmed that it intends to make a payment to the Marine Recovery Fund there shall be no operation of a wind turbine generator unless and until the undertaker has received confirmation from Defra or the operator of the Marine Recovery Fund that suitable measures are available, the Marine Recovery Fund Payment has been quantified, such payment has been made by the undertaker and the Secretary of State has confirmed in writing that such payment fulfils the requirement for compensation measures. Following such payment the undertaker shall not be required to implement any further compensation measures for kittiwake pursuant to this Part 1 of Schedule 17.

10. Results from the monitoring and reporting scheme referred to in paragraph 5(e) must be submitted at least annually to the Secretary of State and members of the OKEG, including the relevant statutory nature conservation body. This must include details of the effectiveness of the compensation measures delivered. If the undertaker, or on receipt of a monitoring report, the Secretary of State, determines that the compensation measures delivered have been ineffective the undertaker must provide proposals agreed by the OKEG for any alternative and/or adaptive management measures to address this. Any proposals to address the ineffectiveness of the compensation measures must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body.

11. The Final KIMP approved under this Part 1 of Schedule 17 includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved Final KIMP must be in accordance with the principles set out in the kittiwake implementation and monitoring plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any new or materially different environmental effects from those considered in the kittiwake implementation and monitoring plan.

PART 2

GUILLEMOT COMPENSATION

12. In this Part 2 of Schedule 17—

"the Farne Islands SPA" means the site designated as the Farne Islands Special Protection Area;

"the FFC SPA" means the site designated as the Flamborough and Filey Coast Special Protection Area;

"Guillemot and razorbill implementation and monitoring plan" means the document certified as the guillemot and razorbill implementation and monitoring plan by the Secretary of State for the purpose of this Order under article 49 (certification of plans and documents etc);

"Final GCIMP" means the final guillemot compensation implementation and monitoring plan for the delivery of measures to compensate for the predicted loss of adult guillemot from the FFC SPA or Farne Island SPA as a result of the authorised development which shall accord with the principles identified for guillemot in the guillemot and razorbill implementation and monitoring plan;

"the Marine Recovery Fund" means the fund to be established and operated by Defra pursuant to section 292 of the Energy Act 2023 for the implementation of strategic compensation or any equivalent fund established by a Government body for that purpose;

"Marine Recovery Fund Payment" means a contribution to the Marine Recovery Fund to compensate for the predicted loss of adult guillemots from the FFC SPA and Farne Islands SPA as a result of the authorised development the sum of which shall be agreed with Defra of other organisation responsible for the operation of the Marine Recovery Fund;

"OGEG" means an offshore guillemot engagement group which has been or shall be established to assist, through consultation, the undertaker and the developer of any other project with whom the undertaker is to collaborate in the delivery of the onshore compensation measures for guillemot; and

"the onshore guillemot compensation measure" means measures to reduce disturbance for colonies of guillemot identified as being in decline onshore, or improve breeding success through reducing avian predation.

13.—(1) No offshore works may commence until the undertaker has confirmed in writing to the Secretary of State that—

(a) it will make a Marine Recovery Fund Payment wholly in substitution for the onshore guillemot compensation measure and it has received confirmation from Defra or the Marine Recovery Fund operator that suitable measures are available; or

(b) submit a Final GCIMP to the Secretary of State for approval.

(2) If the undertaker confirms that it intends to make a Marine Recovery Fund Payment under paragraph (1)(a) then no offshore works may commence until the Secretary of State has provided consent in writing to the Marine Recovery Fund Payment being made in substitution for the onshore guillemot compensation measure.

14. Where the undertaker elects to submit a Final GCIMP no offshore works are to commence until a plan for the work of the OGEG has been submitted to and approved by the Secretary of State, such plan to include—

(a) the identity of, or the arrangements for establishment of, the OGEG;

(b) its terms of reference;

(c) its membership shall (as a minimum) include the local planning authority for the area in which the onshore guillemot compensation measure is to be provided, and statutory nature conservation body as core members, and the Royal Society for the Protection of Birds as advisory member;

(d) details of the proposed schedule of meetings, reporting and review periods;

(e) the dispute resolution mechanism and confidentiality provisions; and

(f) a schedule of preparation and delivery.

15. Following consultation with OGEG, the Final GCIMP must be submitted to and approved by the Secretary of State.

16. The Final GCIMP (if required) must be based on the strategy for guillemot compensation set out in the guillemot implementation and monitoring plan and include—

(a) the location where the compensation measures will be delivered and the suitability of that location (including why the location is appropriate ecologically and likely to support successful compensation), and confirmation that the necessary landowner agreement(s) are in place;

(b) an implementation timetable for delivery including any arrangements made with a third party for implementation of the measures;

(c) details of any contribution to be made to a third party to ongoing maintenance of the compensation measures delivered in collaboration with a third party;

(d) details for the ongoing monitoring and reporting of the effectiveness of the compensation measures identified in the Final GCIMP including—

(i) survey methods;

(ii) survey programmes;

(iii) success criteria; and

(iv) timescales for the monitoring reports to be delivered;

(e) details of any adaptive management measures, with details of the factors used to trigger any alternative and/or adaptive management measures; and

(f) confirmation as to how it has had regard to output of consultation with OGEG.

17. The undertaker must implement the measures set out in the Final GCIMP approved by the Secretary of State, unless otherwise agreed by the Secretary of State following consultation with the relevant statutory nature conservation body, and the local planning authority for the area in which the onshore guillemot compensation measure is to be provided. No operation of any wind turbine generator forming part of the authorised development may begin until the Final GCIMP has been implemented and this has been confirmed to the Secretary of State.

18. Where the undertaker has confirmed that it intends to make a payment to the Marine Recovery Fund there shall be no operation of a wind turbine generator unless and until the undertaker has received confirmation from Defra or the operator of the Marine Recovery Fund that suitable measures are available, the Marine Recovery Fund Payment has been quantified, such payment has been made by the undertaker and the Secretary of State has confirmed in writing that such payment fulfils the requirement for compensation measures. Following such payment the undertaker shall not be required to implement any further compensation measures for guillemot pursuant to this Part 2 of Schedule 17.

19. Results from the monitoring and reporting scheme referred to in paragraph 16(d) must be submitted at least annually to the Secretary of State and members of the OGEG, including the relevant statutory nature conservation body. This must include details of the effectiveness of the compensation measures delivered. If the undertaker, or on receipt of a monitoring report, the Secretary of State determines that the compensation measures delivered have been ineffective the undertaker must provide proposals agreed by the OGEG for any alternative and/or adaptive management measures to address this. Any proposals to address the ineffectiveness of the compensation measures must thereafter be implemented by the undertaker as approved in writing by the Secretary of State in consultation with the relevant statutory nature conservation body

20. The Final GCIMP approved under this Part 2 of Schedule 17 includes any amendments that may subsequently be approved in writing by the Secretary of State. Any amendments to or variations of the approved Final GCIMP must be in accordance with the principles set out in the outline guillemot and razorbill implementation and monitoring plan and may only be approved where it has been demonstrated to the satisfaction of the Secretary of State that it is unlikely to give rise to any new or materially different environmental effects from those considered in the guillemot implementation and monitoring plan.

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 in the English Channel approximately 13 kilometres south of the West Sussex Coast 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.

This Order also grants deemed marine licences under Part 4 of the Marine and Coastal Access Act 2009 in connection with the wind farm. The marine licences impose conditions in connection with the deposits and works for which they grant consent.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 49 (certification of plans and documents etc) together with a copy of any guarantee or alternative form of security approved by the Secretary of State pursuant to article 51, may be inspected free of charge at the offices of Rampion Extension Development Limited at Windmill Hill Business Park, Whitehall Way, Swindon, Wiltshire, England, SN5 6PB.

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