

# SCHEDULES

## SCHEDULE 6

Article 20

### 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 of this Schedule (save for Anglian Water which is protected by Part 2 of this Schedule and Northern Powergrid which is protected by Part 4 of this Schedule) the following provisions have effect, unless otherwise agreed in writing between the undertaker and the affected undertaker concerned.

#### Commencement Information

**II** Sch. 6 para. 1 in force at 27.4.2022, see [art. 1](#)

2. In this Part of this Schedule—

“affected undertaker” means—

- (a) any licence holder within the meaning of Part 1 (electricity supply) of the 1989 Act;
- (b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986(1);
- (c) a water undertaker within the meaning of the Water Industry Act 1991(2); or
- (d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991,

for the area of the authorised development but, for the avoidance of doubt, does not include the undertaker specified in Part 2 (Anglian Water) and part 4 (Northern Powergrid) 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 not less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electric 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;

(1) 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).

(2) 1991 c. 56.

**Changes to legislation:** There are currently no known outstanding effects for the The Little Crow Solar Park Order 2022, SCHEDULE 6. (See end of Document for details)

- (c) in the case of a water undertaker—
  - (i) 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;
- (d) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the affected undertaker under the Water Industry Act 1991; and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 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.

**Commencement Information**

**I2** Sch. 6 para. 2 in force at 27.4.2022, see [art. 1](#)

**Commencement Information**

**I1** Sch. 6 para. 1 in force at 27.4.2022, see [art. 1](#)

**I2** Sch. 6 para. 2 in force at 27.4.2022, see [art. 1](#)

**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 (water supply) of the 1991 Act.

**Commencement Information**

**I3** Sch. 6 para. 3 in force at 27.4.2022, see [art. 1](#)

**Removal of apparatus**

**4.—(1)** 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 (2), 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.

(2) 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 (1), 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.

(3) 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 17 (arbitration).

(4) 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 17 (arbitration) and after the grant to the affected undertaker of any such facilities and rights as are referred to in sub-paragraph (1) or (2), 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.

(5) Regardless of anything in sub-paragraph (4), 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.

---

**Commencement Information**

**14** Sch. 6 para. 4 in force at 27.4.2022, see [art. 1](#)

**Facilities and rights for alternative apparatus**

**5.—(1)** Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to an affected undertaker facilities and rights for the construction and maintenance in land of the undertaker 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 17 (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.

---

**Commencement Information**

**15** Sch. 6 para. 5 in force at 27.4.2022, see [art. 1](#)

## Retained apparatus

6.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 4(1) that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 4(1), 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 (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 5 apply as if the removal of the apparatus had been required by the undertaker under paragraph 4(1).

(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.

### Commencement Information

I6 Sch. 6 para. 6 in force at 27.4.2022, see [art. 1](#)

## Expenses and costs

7.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to an affected undertaker the reasonable expenses incurred by that affected undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 4(1).

(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 17 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the affected undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

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

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of 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 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.

**Commencement Information**

**17** Sch. 6 para. 7 in force at 27.4.2022, see [art. 1](#)

**8.—(1)** Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraph 4(1), 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) provide 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, will have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**Commencement Information**

**18** Sch. 6 para. 8 in force at 27.4.2022, see [art. 1](#)

**Changes to legislation:** There are currently no known outstanding effects for the The Little Crow Solar Park Order 2022, SCHEDULE 6. (See end of Document for details)

**Commencement Information**

- 17** Sch. 6 para. 7 in force at 27.4.2022, see [art. 1](#)
- 18** Sch. 6 para. 8 in force at 27.4.2022, see [art. 1](#)

**Enactments and agreements**

**9.** 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.

**Commencement Information**

- 19** Sch. 6 para. 9 in force at 27.4.2022, see [art. 1](#)

**PART 2**

**FOR THE PROTECTION OF ANGLIAN WATER**

**10.** For the protection of Anglian Water, the following provisions have effect, unless otherwise agreed in writing between the undertaker and Anglian Water.

**Commencement Information**

- 110** Sch. 6 para. 10 in force at 27.4.2022, see [art. 1](#)

**11.** In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

“apparatus” means—

- (a) any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;
- (b) any drain or works vested in Anglian Water under The Water Industry Act 1991; and
- (c) 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 The Water Industry Act 1991 or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at a future date) of that Act,

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 (general interpretation) of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

“plan” includes sections, drawings, specifications and method statements; and

“water main” means the 21 inch iron water main (asset number 7293912) within the Order Limits.

**Commencement Information**

**I11** Sch. 6 para. 11 in force at 27.4.2022, see [art. 1](#)

**12.** The undertaker must not interfere with, build over or near to any apparatus within the Order limits or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protective strip which is the strip of land falling 6 metres either side of the water main within the Order limits (including any accessories to it) or 3 metres either side of any other apparatus uncovered by the undertaker during construction or so as to require any special measures that are outside industry standard measures other than in accordance with paragraph 16 below unless otherwise agreed with Anglian Water, such agreement not to be unreasonably withheld or delayed, with such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

**Commencement Information**

**I12** Sch. 6 para. 12 in force at 27.4.2022, see [art. 1](#)

**13.** The alteration, extension, removal or re-location of any apparatus must not be implemented until—

- (a) any requirement for a permit under the Environmental Permitting (England and Wales) Regulations 2016<sup>(3)</sup> or other legislation and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and
- (b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

**Commencement Information**

**I13** Sch. 6 para. 13 in force at 27.4.2022, see [art. 1](#)

**14.** If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker must provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

---

(3) [S.I. 2016/1154](#).

*Changes to legislation: There are currently no known outstanding effects for the The Little Crow Solar Park Order 2022, SCHEDULE 6. (See end of Document for details)*

**Commencement Information**

**I14** Sch. 6 para. 14 in force at 27.4.2022, see [art. 1](#)

**15.** If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the undertaker, notification of the location of such assets must immediately be given to Anglian Water and afforded the same protection of other Anglian Water assets.

**Commencement Information**

**I15** Sch. 6 para. 15 in force at 27.4.2022, see [art. 1](#)

**16.—**(1) Not less than 28 days before starting the execution of any works that are near to, or will or may affect, any apparatus where the removal of which has not been required by the undertaker, the undertaker must submit to Anglian Water 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 Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Anglian Water is entitled to watch and inspect the execution of those works.

(3) Any reasonable requirements made by Anglian Water under sub-paragraph (2) shall 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 and where no requirements are specified within 21 days, approval of the plan, specification and description is deemed to have been given.

(4) Nothing in this paragraph 16 shall preclude 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 shall apply to and in respect of the new plan, section and description.

(5) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Anglian Water 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.

**Commencement Information**

**I16** Sch. 6 para. 16 in force at 27.4.2022, see [art. 1](#)

**17.** If for any reason as a result of the construction of any of the works referred to in paragraphs 13 or 16 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 Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and
- (b) make reasonable compensation to Anglian Water for any other direct expenses, loss, damages, penalty or costs incurred by Anglian Water.



**Commencement Information**

**I17** Sch. 6 para. 17 in force at 27.4.2022, see [art. 1](#)

**18.** Anglian Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, penalties and costs to which the provisions of this Part 2 apply. If requested to do so by the undertaker, Anglian Water must provide an explanation of how any claim has been minimised. The undertaker is only liable under paragraph 17 for claims reasonably incurred by Anglian Water.

**Commencement Information**

**I18** Sch. 6 para. 18 in force at 27.4.2022, see [art. 1](#)

**19.** For the avoidance of doubt any difference under any provision of this Part 2 of Schedule 6, unless otherwise provided for, shall be referred to and settled by arbitration in accordance with the rules at Schedule 5 (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.

**Commencement Information**

**I19** Sch. 6 para. 19 in force at 27.4.2022, see [art. 1](#)

## PART 3

### FOR PROTECTION FOR OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

**20.** For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

**Commencement Information**

**I20** Sch. 6 para. 20 in force at 27.4.2022, see [art. 1](#)

**21.** In this Part of this Schedule—

“the 2003 Act” means the Communications Act 2003(4);

“the code rights” has the same meaning as in the Paragraph 3 of the electronic communications code(5);

“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;

(4) [2003 c. 21](#).

(5) See section 106 of the 2003 Act. Section 106 was amended by section 4(3) of the Digital Economy Act [2017 \(c. 30\)](#).

**Changes to legislation:** There are currently no known outstanding effects for the The Little Crow Solar Park Order 2022, SCHEDULE 6. (See end of Document for details)

“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 of the 2003 Act; and
- (b) an electronic communications network which the undertaker is providing or proposing to provide,

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act;

“infrastructure system” has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 7(2) of that code; and

“operator” means the operator of an electronic communications code network.

---

**Commencement Information**

**I21** Sch. 6 para. 21 in force at 27.4.2022, see [art. 1](#)

**22.** The exercise of the powers conferred by this Order is subject to part 10 (undertaker’s works affecting electronic communications apparatus) of the electronic communications code.

---

**Commencement Information**

**I22** Sch. 6 para. 22 in force at 27.4.2022, see [art. 1](#)

**23.—(1)** Subject to sub-paragraphs (2) to (3), if as a result of the authorised development or its construction, or of any subsidence resulting from any of the authorised development—

- (a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development), or other property of an operator; or
- (b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other reasonable expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

---

**Commencement Information**

**I23** Sch. 6 para. 23 in force at 27.4.2022, see [art. 1](#)

**24.** The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker and if such consent, is withheld, the undertaker has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**Commencement Information**

**I24** Sch. 6 para. 24 in force at 27.4.2022, see [art. 1](#)

**25.** Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 17 (arbitration).

**Commencement Information**

**I25** Sch. 6 para. 25 in force at 27.4.2022, see [art. 1](#)

**26.** 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.

**Commencement Information**

**I26** Sch. 6 para. 26 in force at 27.4.2022, see [art. 1](#)

**27.** Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I27** Sch. 6 para. 27 in force at 27.4.2022, see [art. 1](#)

## PART 4

### FOR THE PROTECTION OF NORTHERN POWERGRID (YORKSHIRE) PLC

#### Application

**28.** For the protection of Northern Powergrid (Yorkshire) PLC (“Northern Powergrid”), the following provisions will have effect, unless otherwise agreed in writing between the undertaker and Northern Powergrid.

**Commencement Information**

**I28** Sch. 6 para. 28 in force at 27.4.2022, see [art. 1](#)

**29.** 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-” if the rating is assigned by Standard & Poor’s Ratings Group or “A3” if the

**Changes to legislation:** There are currently no known outstanding effects for the The Little Crow Solar Park Order 2022, SCHEDULE 6. (See end of Document for details)

rating is assigned by Moody’s Investors Services Inc. (or an equivalent credit rating from an equivalent organisation in the event that such organisation or ratings are no longer applicable); “acceptable insurance” means a policy of public liability/ third party liability insurance effected and maintained by the undertaker or its contractor(s) to a level that may be approved by Northern Powergrid in writing and in any event with insurance cover of not less than £10,000,000 (ten million pounds) per event for the construction period of the onshore works pursuant to this Order with an internationally recognised insurer of repute operating in the London and worldwide insurance market, and such policy shall include (but without limitation)

- (a) that Northern Powergrid is named as an insured party under the policy;
- (b) a cross liabilities clause; and
- (c) a waiver of subrogation in favour of Northern Powergrid;

“acceptable security” means either—

- (a) evidence provided to Northern Powergrid’s reasonable satisfaction that the undertaker has a tangible net worth of not less than £100,000,000 (one hundred million pounds) (or an equivalent financial measure); or
- (b) a parent company guarantee from the undertaker’s ultimate parent company such company having a tangible net worth of not less than £100,000,000 (one hundred million pounds) (or an equivalent financial measure) in favour of Northern Powergrid to cover the undertaker’s liability to Northern Powergrid to a cap of not less than £10,000,000 (ten million pounds) per asset per event up to a total liability cap of £25,000,000 (twenty-five million pounds) in a form satisfactory to Northern Powergrid in its reasonable opinion; or
- (c) a bank bond or letter of credit from an acceptable credit provider in favour of Northern Powergrid to cover the undertaker’s liability to Northern Powergrid for an amount of not less than £10,000,000 (ten million pounds) per asset per event up to a total liability cap of £25,000,000 (twenty-five million pounds) in a form satisfactory to Northern Powergrid in its reasonable opinion;

“alternative apparatus” means alternative apparatus adequate to enable the Northern Powergrid in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means electric lines or electric plant (as defined in the 1989 Act), belonging to or maintained by Northern Powergrid;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land; and

“Northern Powergrid” means Northern Powergrid (Yorkshire) PLC being a licence holder within the meaning of Part 1 (electricity supply) of the 1989 Act for the area of the authorised development and in relation to any apparatus belonging to it or maintained by it.

**Commencement Information**

**I29** Sch. 6 para. 29 in force at 27.4.2022, see [art. 1](#)

**Commencement Information**

**I28** Sch. 6 para. 28 in force at 27.4.2022, see [art. 1](#)

**I29** Sch. 6 para. 29 in force at 27.4.2022, see [art. 1](#)

## No interference

**30.** Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker shall not interfere with any communications cables or equipment used by Northern Powergrid in relation to its apparatus or interfere with any rights or interests supporting the use, maintenance or renewal of such equipment otherwise than by agreement of Northern Powergrid ( such agreement not to be unreasonably withheld or delayed).

### Commencement Information

**I30** Sch. 6 para. 30 in force at 27.4.2022, see [art. 1](#)

## Removal of apparatus

**31.—**(1) 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 Northern Powergrid 56 days 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 Northern Powergrid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (2) , afford to Northern Powergrid 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.

(2) 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 (1), 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.

(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—

- (a) the undertaker shall in the first instance use reasonable endeavours to acquire all necessary land interests or rights as Northern Powergrid may reasonably require for the relocation and construction of alternative apparatus and shall procure all necessary rights to access and maintain Northern Powergrid's apparatus and alternative apparatus thereafter the terms of such access and maintenance to be agreed by Northern Powergrid (acting reasonably); and
- (b) in the event the undertaker is not able to procure the necessary land interests or rights referred to in sub-paragraph 3(a) Northern Powergrid 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 save that this obligation shall not extend to the requirement for Northern Powergrid to use its compulsory purchase powers to this end unless it elects to do so.

(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 Northern Powergrid and the undertaker or in default of agreement settled by arbitration in accordance with article 17 (arbitration).

(5) Northern Powergrid must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 17 (arbitration) and after the grant

**Changes to legislation:** There are currently no known outstanding effects for the The Little Crow Solar Park Order 2022, SCHEDULE 6. (See end of Document for details)

to Northern Powergrid of any such facilities and rights as are referred to in subparagraph (1) or (2), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives 56 days advance notice in writing to Northern Powergrid 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 Northern Powergrid, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Northern Powergrid subject to the undertaker providing Northern Powergrid with plans and details including a material statement describing—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus and alternative apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) evidence of acceptable insurance.

(7) The undertaker shall not commence the construction or renewal of any works to which subparagraph (6) applies until—

- (a) Northern Powergrid has given written approval of the plans so submitted;
- (b) Northern Powergrid has confirmed in writing that it is satisfied in its reasonable opinion that the undertaker has provided acceptable security for the construction period of the works authorised by the Order; and
- (c) Northern Powergrid has confirmed in writing that it is satisfied in its reasonable opinion that the undertaker has procured acceptable insurance and provided evidence that it shall maintain such acceptable insurance for the construction period of the works authorised by the Order;

(8) 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.

#### Commencement Information

**I31** Sch. 6 para. 31 in force at 27.4.2022, see [art. 1](#)

### Facilities and rights for alternative apparatus

**32.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Northern Powergrid 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 Northern Powergrid or in default of agreement settled by arbitration in accordance with article 17 (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 Northern Powergrid 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 Northern Powergrid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

---

**Commencement Information**

**I32** Sch. 6 para. 32 in force at 27.4.2022, see [art. 1](#)

**Retained apparatus**

**33.**—(1) Not less than 56 days before starting the execution of any works of the type referred to in paragraph 31 (1) that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 31(1), the undertaker must submit to Northern Powergrid 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 Northern Powergrid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Northern Powergrid is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Northern Powergrid under sub-paragraph (2) must be made within a period of 30 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If Northern Powergrid in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs (2) to (6) apply as if the removal of the apparatus had been required by the undertaker under paragraph 31(1).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 35 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 Northern Powergrid 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.

---

**Commencement Information**

**I33** Sch. 6 para. 33 in force at 27.4.2022, see [art. 1](#)

**Expenses and costs**

**34.**—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Northern Powergrid within 30 days receipt of a valid invoice all charges costs and expenses reasonably incurred by Northern Powergrid 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 authorised by this Order including without limitation—

*Changes to legislation: There are currently no known outstanding effects for the The Little Crow Solar Park Order 2022, SCHEDULE 6. (See end of Document for details)*

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus in the event that Northern Powergrid elects to use compulsory purchase powers to acquire any necessary rights under paragraph 31(3) all costs incurred as a result of such action;
  - (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; 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 Schedule.
- (2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal.
- (3) If in accordance with the provisions of this Part of this Schedule—
- (a) apparatus of better type, of greater 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 17 (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 Northern Powergrid by virtue of sub-paragraph (1) must be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs shall be borne by the undertaker.

- (4) For the purposes of sub-paragraph (3)—
- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
  - (b) where the provision of a joint in a 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.

**Commencement Information**

**I34** Sch. 6 para. 34 in force at 27.4.2022, see [art. 1](#)

**35.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in this Order, or in consequence of the construction, use, maintenance



or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker or Northern Powergrid under this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Northern Powergrid, or there is any interruption in any service provided, or in the supply of any goods, by Northern Powergrid, or Northern Powergrid becomes liable to pay any amount to a third party the undertaker must—

- (a) bear and pay the cost reasonably incurred by Northern Powergrid in making good such damage or restoring the supply; and
- (b) indemnify Northern Powergrid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs reasonably incurred by or recovered from Northern Powergrid, by reason or in consequence of any such damage or interruption or Northern Powergrid becoming liable to any third party.

(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 Northern Powergrid, its officers, servants, contractors or agents.

(3) Northern Powergrid 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, will have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**Commencement Information**

**I35** Sch. 6 para. 35 in force at 27.4.2022, see [art. 1](#)

**Commencement Information**

**I34** Sch. 6 para. 34 in force at 27.4.2022, see [art. 1](#)

**I35** Sch. 6 para. 35 in force at 27.4.2022, see [art. 1](#)

**Enactments and agreements**

**36.** Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Northern Powergrid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**Commencement Information**

**I36** Sch. 6 para. 36 in force at 27.4.2022, see [art. 1](#)

**Co-operation**

**37.** Where in consequence of the proposed construction of any of the authorised development, the undertaker or Northern Powergrid requires the removal of apparatus under paragraph 31 or otherwise or Northern Powergrid makes requirements for the protection or alteration of apparatus under paragraph 33, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the need to ensure the safe and efficient operation of Northern

**Changes to legislation:** There are currently no known outstanding effects for the The Little Crow Solar Park Order 2022, SCHEDULE 6. (See end of Document for details)

Powergrid’s undertaking taking into account the undertaker’s desire for the efficient and economic execution of the authorised development and the undertaker and Northern Powergrid shall use reasonable endeavours to co-operate with each other for those purposes.

.....  
**Commencement Information**

**I37** Sch. 6 para. 37 in force at 27.4.2022, see [art. 1](#)

**Access**

**38.** If in consequence of an agreement reached in accordance with paragraph 31 or the powers granted under this Order the access to any apparatus or alternative apparatus is materially obstructed, the undertaker shall use all reasonable endeavours to provide such alternative means of access to such apparatus or alternative apparatus as will enable Northern Powergrid to maintain or use the said apparatus no less effectively than was possible before such obstruction.

.....  
**Commencement Information**

**I38** Sch. 6 para. 38 in force at 27.4.2022, see [art. 1](#)

**Changes to legislation:**

There are currently no known outstanding effects for the The Little Crow Solar Park Order 2022, SCHEDULE 6.