

SCHEDULES

SCHEDULE 15

PROTECTIVE PROVISIONS

PART 5

PROTECTION FOR FIRST CORPORATE SHIPPING LIMITED

49. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and BPC.

Definitions

50.—(1) In this Part—

“access works” means works—

- (a) on, over or under or otherwise affecting a private street or a dock public road, including the kerbs, verges and carriageway of such street;
- (b) to alter, modify, improve or create accesses to or from any private street or dock public road or any other part of BPC’s land, including, without limitation, the construction of access bellmouths and haul roads; and
- (c) to position or install plant, equipment or scaffolding on or over any private street or a dock public road,

and includes, without limitation on the scope of the foregoing, any works under article 10 (street works) or article 12 (power to alter layout, etc. of streets) in respect of or affecting any private street or any dock public road;

“ancillary work” means so much of any of the authorised development as is situated on, over, across, or under BPC’s land and comprises—

- (a) fencing and lighting measures in relation to permanent buildings, structures and apparatus and in relation to temporary working areas and construction compounds;
- (b) piling;
- (c) the erection and use of scaffolding;
- (d) temporary works (including erecting temporary buildings) and mitigation works, including, without limitation, the provision and maintenance of landscaping and replacement planting pursuant to this Order; and
- (e) those parts of Work No. 4P comprising excavations for the purpose of installing underground electric or fibre-optic cables, the installation of underground ducts and backfilling of excavations;

“BPC” means First Corporate Shipping Limited (registered company number 2542406), trading as The Bristol Port Company, being the statutory harbour authority and competent harbour authority for the Port;

Changes to legislation: There are currently no known outstanding effects for the The National Grid (Hinkley Point C Connection Project) Order 2016, PART 5. (See end of Document for details)

“BPC’s land” means the whole and each of every part of all the leasehold and freehold land and rights and the benefit of all covenants, owned by or vested in BPC at Avonmouth, Chittening and Portbury—

- (a) on, under, over or in respect of which any powers conferred by this Order may be exercised; or
- (b) on, under or over which there is situated anything over or in respect of which any such powers may be exercised,

and includes, without limitation on the scope of the foregoing, any private street;

“construction access rights” means any and all powers conferred on the undertaker by this Order to exercise temporary powers of access over any land with or without vehicles, plant and equipment including, without limitation on the scope of the foregoing, any ancillary powers to remove buildings, structures, pylons and vegetation from that land and to construct works for the purpose of providing a means of access, and including all such powers whether conferred and described in the Book of Reference as rights or subordinate rights;

“dock access network” means each street set out in column (2) of the following table to the extent that it is maintainable highway—

<i>(1)</i>	<i>(2)</i>
<i>Local Authority Area</i>	<i>Name of Street</i>
North Somerset Council	A369 Portbury Hundred
	Sheepway (including Station Road)
	Wharf Lane
Bristol City Council	West Town Road
	Gloucester Road
	King Road Avenue
	Crowley Way
	Portway
	A403 St Andrew’s Road, A403 Smoke Lane, A403 Chittening Road and A403 Severn Road
	Severn Road
	Ableton Lane
Minors Lane	
North Somerset Council and Bristol City Council	Motorway M5

“dock public road” means each [F1 street set out in column (2)] of the following table to the extent that it is maintainable highway—

<i>(1)</i>	<i>(2)</i>
<i>Local Authority Area</i>	<i>Name of Street</i>
North Somerset Council	Marsh Lane
	Redland Avenue

(1) <i>Local Authority Area</i>	(2) <i>Name of Street</i>
	Gordano Way
	Garonor Way
	Royal Portbury Dock Road
	Portbury Way

“drainage works” means works to create, alter or remove any culvert or other crossing over, under or affecting any watercourse or drainage ditch on, over or under BPC’s land;

“maintainable highway” has the same meaning as in section 86(1) of the 1991 Act;

“plans” includes sections, designs, drawings and specifications and construction methodologies;

“Port” means the port and harbour of Bristol;

“powers of temporary possession” means—

(a) in relation to National Grid, the powers conferred by article 29 (temporary use of land by National Grid); and

(b) in relation to WPD, the powers conferred by article 30 (temporary use of land by WPD);

“private access” means each of the private streets within the districts of [F2North Somerset Council and Bristol City Council (respectively referred] to in this Order as The Drove and Victoria Road);

“private street” means any street on BPC’s land which is not a maintainable highway;

“works programme” means the final programme for the execution of the authorised development on, over or under BPC’s land presented to BPC under paragraph 57, together with such amendments to that programme as may from time to time be agreed in writing between BPC and National Grid, each acting reasonably and without delay.

(2) In this Part, references to a requirement to consult include that consultation must take place in good faith and in a timely manner with the provision of all reasonably necessary information and that the party concerned must act reasonably in taking into account the reasonable comments made by the other party in response.

(3) In this Part, references to BPC’s consent, approval or agreement, are to BPC’s prior consent, approval or agreement given in writing.

Textual Amendments

F1 Words in Sch. 15 para. 50(1) substituted (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), art. 1, **Sch.**

F2 Words in Sch. 15 para. 50(1) substituted (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), art. 1, **Sch.**

Compliance with design drawings

51.—(1) Despite any provision in this Order, but subject to sub-paragraph (2), the undertaker must use its best endeavours to ensure that all parts of the authorised development which are to be constructed on, over or under BPC’s land are constructed and installed in the lines and situations shown on the Works Plans.

Changes to legislation: There are currently no known outstanding effects for the The National Grid (Hinkley Point C Connection Project) Order 2016, PART 5. (See end of Document for details)

(2) In carrying out the authorised development for which it is granted development consent by this Order on, over or under BPC's land the undertaker may deviate laterally from the lines and situations of the authorised development shown on the Works Plans to a maximum extent of 5 metres in each direction (or to such greater or lesser extent as may be agreed between BPC and the undertaker, but subject always to article 5(1)(a) (limits of deviation)).

(3) Despite any provision in this Order, no part of the authorised development comprising a conductor forming part of any 132kV or 400kV overhead electrical line must be constructed or installed on or over any part of BPC's land at a level which is more than 30 centimetres lower than the level of that conductor as shown on the design drawings.

(4) Despite any provision in this Order, in constructing the authorised development the undertaker must not construct or install any relevant pylon of a design other than that specified for that relevant pylon in the design drawings.

(5) In sub-paragraph (4) a "relevant pylon" means a pylon located on or over BPC's land or on or over any other land if any conductor associated with that pylon will be situated on or over BPC's land.

Access, streets and public rights of way

52.—(1) The undertaker must not exercise any powers under article 10 (street works) in respect of any private access.

(2) The undertaker must not exercise any powers under —

- (a) article 12(1) (power to alter layout, etc. of streets) in respect of or so as to affect any private access; or
- (b) article 12(2) or article 14 (access to works) in respect of or so as to affect any private street or any dock public road or any part of BPC's land.

(3) The undertaker must before commencing construction of any access works supply to BPC proper and sufficient plans of that work for the approval of BPC, and the access works must not be commenced or executed except in accordance with such plans as have been approved by BPC.

(4) In carrying out any access works, the undertaker must not so far as reasonably practicable interfere with or obstruct the free, uninterrupted and safe use by other traffic of any street or interfere with street furniture, signage and lighting masts.

(5) The undertaker must not exercise any powers under article 13 (temporary stopping up of streets and public rights of way) or article 40 (traffic regulation) in respect of—

- (a) any private street;
- (b) any dock public road without BPC's consent;
- (c) public right of way LA/15/22 except in relation to that part lying between point RW144 (as shown on Section F, Sheet 4 of the access and rights of way plans) and the point on the right of way 180 metres south of the southernmost limit of deviation for Work No. 4P as shown on Works Plan Section F, Sheet 4;
- (d) any part of public rights of way LA/15/15 or LA/15/22 or any part of any other public right of way specified in Schedule 7 which is on BPC's land unless it has first consulted with BPC;
- (e) any other public right of way on BPC's land comprising a footpath, bridleway or cycle path without BPC's consent; and
- (f) any public right of way on BPC's land comprising a footpath, bridleway or cycle path unless a suitable diversion has been provided, to be approved by BPC or, if any restrictions on use short of closure will be imposed, unless BPC has approved the nature and extent of those restrictions.

(6) The undertaker must, before submitting any relevant proposals to the relevant highway authority for approval under the provisions of this Order, consult with BPC in relation to—

- (a) any proposed exercise of powers under article 13 [^{F3}or] 40 affecting any part of the dock access network; and
- (b) any proposed variations or extensions to such proposals.

(7) Despite any provision of this Order, the undertaker must not, except with the agreement of BPC, exercise any power under article 13 or 40 to use or to authorise the use of any private street or public right of way on BPC's land or any dock public road as a temporary working site or as a parking place.

(8) The undertaker must not exercise any powers under articles 10, 12, 13, 14 or 40 over or in respect of any part of BPC's land or any dock public road or any part of the dock access network after completion of construction of the authorised development.

(9) [^{F3}Except in relation to sub-paragraph (7), where BPC is asked] to give its consent, approval or agreement under this paragraph, such consent, approval or agreement must not be unreasonably withheld or delayed but may be given subject to reasonable conditions.

Textual Amendments

- F3** Words in Sch. 15 para. 52 substituted (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), art. 1, **Sch.**

Watercourses and drainage

53.—(1) No part of any impounded dock at the Port is included within the definition of “watercourse” for any purpose of this Order.

(2) The undertaker must not without BPC's consent (such consent not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions)—

- (a) use or discharge water into any watercourse, sewer or drain belonging to BPC or in respect of which BPC has rights of use; or
- (b) make any crossing over or culvert, opening or connection into any watercourse, sewer or drain belonging to BPC or in respect of which BPC has rights of use or lay down, take up or alter any pipes for that purpose.

(3) Without limitation on the scope of sub-paragraph (2), any consent given by BPC under this paragraph—

- (a) may be given subject to reasonable conditions as to the quantities of water permitted to be discharged and as to the duration of any use of the relevant watercourse, sewer or drain by the undertaker; and
- (b) does not obviate the need for the undertaker to obtain any further consents required in relation to the activity concerned.

(4) In the exercise of any power under article 16 (discharge of water), the undertaker must not damage or interfere with the bed or banks of any watercourse in, on, over or under BPC's land.

(5) The undertaker must before commencing construction of any drainage works supply to BPC proper and sufficient plans of that work for the approval of BPC, such approval not to be unreasonably withheld or delayed, and the drainage works must not be commenced or executed except in accordance with such plans as have been approved by BPC.

(6) Paragraph (2) of article 16 does not apply to any dispute relating to any watercourse, sewer or drain belonging to BPC or in respect of which BPC has rights of use.

Surveys

54.—(1) The undertaker must not exercise any powers conferred by article 18 (authority to survey and investigate the land) in respect of any of BPC’s land—

- (a) outside the Order limits except to the extent that BPC agrees for the purpose of carrying out non-intrusive surveys, investigations and monitoring only;
- (b) other than to the extent that the exercise of such powers is necessary in connection with carrying out the authorised development; and
- (c) other than by prior agreement with BPC on each and every occasion, such agreement not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions, and on at least 14 days’ notice.

(2) When requesting BPC’s agreement to access under sub-paragraph (1), the undertaker must provide to BPC full details of the land to which access is requested, the activities proposed (including risk assessments and method statements and intended duration of the activities), the identity of the persons who will undertake them and any apparatus that might be left on the affected land.

(3) BPC is, without limitation on the scope of sub-paragraph (1)(c)—

- (a) entitled to refuse access as requested by the undertaker on any occasion for operational reasons, in which case BPC must act reasonably and without delay in seeking to offer alternative arrangements; and
- (b) entitled as a condition of its agreement on any occasion to require the production of evidence of the existence of adequate insurance with insurers of repute, the proceeds of which will be available to cover all liability, costs, claims, expenses and demands which may arise as a result of that access.

(4) The undertaker must remove any equipment left on, over or under BPC’s land as soon as reasonably possible after completion of the relevant surveys and investigations.

(5) The undertaker must, at its own expense, deliver to BPC as soon as reasonably practicable after their production on a non-reliance basis copies of all survey and ground investigation reports carried out under the powers conferred by article 18 in respect of BPC’s land.

Use of land and execution, maintenance and use of the authorised development

55.—(1) Despite any provision of this Order or anything shown on the Land Plans, the undertaker must not except with the agreement of BPC ^{F4}... exercise any construction access rights over BPC’s land other than in respect of parcels G150, G151, G152 and G155 as set out in Section G of the Book of Reference or otherwise use any part of BPC’s land for the purpose of gaining access to any part of the authorised development or any other land or in connection with the carrying out, inspection or maintenance of the authorised development.

(2) The undertaker must promptly and at its cost and expense make good any and all damage and wear and tear caused to any part of BPC’s land which is used by the undertaker for the purpose of gaining access to the authorised development or any other land or in connection with the carrying out, inspection or maintenance of the authorised development and must restore all such land (together with all associated structures, signs and barriers) to at least as good a condition as they were in before the undertaker’s use started including making good the subsoil, foundations and surface of that land.

(3) If required to do so by BPC (acting reasonably), the undertaker must [^{F5}at its cost and expense] procure that surveys are carried out to a specification approved by BPC (acting reasonably) to show the condition of the relevant land to be used for access (together with all associated structures, signs and barriers) before the undertaker’s use of them begins and after that use ends.

(4) If required to do so by BPC (acting reasonably), the undertaker must permit BPC to inspect the execution of all works of reinstatement being carried out under this paragraph in order to ensure compliance by the undertaker with the requirements of this paragraph.

Textual Amendments

- F4** Words in Sch. 15 para. 55(1) omitted (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), art. 1, **Sch.**
- F5** Words in Sch. 15 para. 55(3) inserted (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), art. 1, **Sch.**

56. The undertaker must before commencing the construction of any ancillary work supply to BPC proper and sufficient plans of that work for the approval of BPC, such approval not to be unreasonably withheld or delayed, and the ancillary work must not be commenced or executed except in accordance with such plans as have been approved in writing by BPC.

57.—(1) Neither National Grid nor WPD must exercise any powers of temporary possession—

- (a) over or in respect of parcels 326 to 330 (inclusive) as set out in Section F of the Book of Reference and parcels 70 to 81, 86 and 171 to 177 (all references inclusive) as set out in Section G of the Book of Reference;
- (b) other than in accordance with such conditions, terms and measures as may be agreed by BPC for the purpose of this sub-paragraph; and
- (c) (without limitation on the scope of sub-paragraph (1)(b)) unless National Grid or WPD has first complied with the procedures and measures set out in this paragraph.

(2) National Grid must present to BPC not less than 6 months before the intended date of commencing construction the draft programme for the execution of each part of the authorised development on BPC’s land.

(3) National Grid must consult with BPC in relation to the draft programme and must present its final programme for the execution of the authorised development on BPC’s land to BPC not less than 3 months before the intended date of commencing construction.

(4) Neither National Grid nor WPD must enter on or take temporary possession of any part of BPC’s land unless it has served at least 8 weeks’ written notice on BPC of its intended entry onto that part.

(5) Neither National Grid nor WPD must serve notice of intended entry under article 29(2) (temporary use of land by National Grid) or 30(2) (temporary use of land by WPD) on any owner or occupier of any part of BPC’s land (other than BPC) before the expiry of 4 weeks from the date of service on BPC of notice under sub-paragraph (4) in relation to that same part.

(6) In this paragraph, “intended date of commencing construction” means the first date on which National Grid or WPD wishes to commence construction of any part of the authorised development on, under or over any part of BPC’s land.

58.—(1) Neither National Grid nor WPD must exercise any powers of temporary possession in respect of any part of BPC’s land unless such exercise is provided for in and is in accordance with the works programme.

(2) In the exercise of any powers of temporary possession in respect of any part of BPC’s land and in the commencement and execution of the authorised development on BPC’s land, National Grid and WPD must—

- (a) use all reasonable endeavours to comply with the works programme;
- (b) proceed diligently with the works affecting each part of BPC’s land;

Changes to legislation: There are currently no known outstanding effects for the The National Grid (Hinkley Point C Connection Project) Order 2016, PART 5. (See end of Document for details)

- (c) use all reasonable endeavours to give up possession of each part of BPC's land in accordance with paragraph 59 on or before the anticipated date for so doing applicable to that part set out in the works programme; and
 - (d) notify BPC in writing of the completion of the relevant part of the authorised development affecting each part of BPC's land within 7 days of its completion.
- (3) In the exercise of any powers of temporary possession in respect of any part of BPC's land neither National Grid nor WPD must—
- (a) use any part of BPC's land other than for the purpose identified in the works programme as applicable to that part; or
 - (b) demolish any buildings other than any electric line, electrical plant, structures, pylons or apparatus to be demolished as part of Work No. 4G or Work No. 4P.

59.—(1) Unless BPC agrees otherwise, National Grid and WPD must give up possession of each part of BPC's land in respect of which any powers of temporary possession have been exercised within 3 months of completion of construction of the relevant part of the authorised development for which possession of that land was required as specified in the works programme, and having completed all works of removal, restoration and reinstatement in respect of that land required by this Order.

(2) Without limitation on the scope of their respective obligations under paragraphs (5) and (6) of article 29 and paragraphs (5) and (6) of article 30, National Grid or WPD must consult with BPC in relation to the proposed extent of the intended removal of foundations supporting pylons on BPC's land which are to be removed as part of Work No. 4G and Work No. 4P.

(3) Despite any provision of this Order, before giving up possession of any part of BPC's land in respect of which any powers of temporary possession have been exercised, National Grid and WPD must^{F6}, all to BPC's reasonable satisfaction] —

- (a) remove all temporary works from that land;
- (b) where foundations (including piles) which had been placed in that land to support pylons, electric lines or other apparatus belonging to National Grid or WPD are removed from BPC's land pursuant to Schedule 1 (authorised development), to the extent reasonably practicable, reinstate the ground to match the surrounding area in relation to both specification and appearance; and
- (c) otherwise restore and reinstate the land and any buildings and structures on the land to the condition they were in before possession was taken and make good any damage caused to surrounding land^{F7}

Textual Amendments

F6 Words in Sch. 15 para. 59(3) inserted (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), art. 1, **Sch.**

F7 Words in Sch. 15 para. 59(3)(c) omitted (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), art. 1, **Sch.**

60. In the execution and maintenance of the authorised development under this Order, the undertaker must take all steps and measures reasonably available to it to minimise as far as is reasonably practicable the impact of construction and other activities on BPC's land, on the operation of the Port and on the activities of the owners and occupiers of that land and customers of the Port.

Textual Amendments

- F4** Words in Sch. 15 para. 55(1) omitted (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), art. 1, **Sch.**
- F5** Words in Sch. 15 para. 55(3) inserted (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), art. 1, **Sch.**
- F6** Words in Sch. 15 para. 59(3) inserted (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), art. 1, **Sch.**
- F7** Words in Sch. 15 para. 59(3)(c) omitted (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), art. 1, **Sch.**

BPC's apparatus

61.—(1) Despite any provision of this Order or anything shown on the Land Plans, the undertaker must not remove or reposition any of BPC's apparatus other than with BPC's consent, such consent not to be unreasonably withheld or delayed.

(2) In this paragraph "BPC's apparatus" means all and any gas, oil and water pipes, water tanks, cisterns, drains and drainage works, sewers, pumps, electric and communication wires, cables and plant, ducts, conduits, governors, transformers, meters and any other service media, surface water interceptors (and whether in all cases for drainage, gas, oil, water, electricity, telephone, television, data and information transmission or any other service) on BPC's land or used by BPC in connection with its statutory undertaking.

[^{F8} Acquisition and use of land

61A. The undertaker must not exercise the powers conferred by—

- (a) article 17 (protective work to buildings);
- (b) article 19 (compulsory acquisition of land);
- (c) article 22 (compulsory acquisition of rights);
- (d) article 23 (extinguishment and suspension of private rights);
- (e) article 26 (acquisition of subsoil or airspace only);
- (f) article 28 (rights under or over streets); or
- (g) article 31 (temporary use of land for maintaining the authorised development),

over or in respect of any of BPC's land unless the exercise of such powers is with the consent of BPC.

Textual Amendments

- F8** Sch. 15 paras. 61A, 61B inserted (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), arts. 1, 2

Procedure regarding certain approvals etc.

61B. Article 46(3) and paragraphs 3, 4 and 5 of Schedule 4 (discharge of requirements) will not apply in relation to any consent, agreement or approval from BPC required under this Order.]

Changes to legislation: There are currently no known outstanding effects for the The National Grid (Hinkley Point C Connection Project) Order 2016, PART 5. (See end of Document for details)

Textual Amendments

F8 Sch. 15 paras. 61A, 61B inserted (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), arts. 1, 2

Trees and other vegetation

[^{F9}**61C**]. Despite any provision of this Order, in the exercise of any powers under this Order and in the construction, maintenance and use of the authorised development, the undertaker must not remove, cut back, fell or lop any hedge, tree, shrub or other vegetation on BPC’s land unless it has first consulted with BPC as to the works required and the extent, if any, of any replacement planting proposed or required.

Textual Amendments

F9 Sch. 15 para. 61C renumbered (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), art. 1, **Sch.**

General

[^{F10}**61D**]. The undertaker must in the exercise of any powers under this Order and in the construction, maintenance and use of the authorised development secure compliance with and implementation of all and any applicable conditions, terms and measures contained in any relevant consent, agreement or approval given by BPC for the purpose of this Part.

Textual Amendments

F10 Sch. 15 para. 61D renumbered (21.7.2017) by [The National Grid \(Hinkley Point C Connection Project\) \(Correction\) Order 2017 \(S.I. 2017/786\)](#), art. 1, **Sch.**

Changes to legislation:

There are currently no known outstanding effects for the The National Grid (Hinkley Point C Connection Project) Order 2016, PART 5.