

SCHEDULE 1

Articles 2(1), 3(1) and 4

SCHEDULED WORKS

1. The works which the undertaker is authorised to construct and maintain by article 3(1) are the following works on the bed of the North Sea adjoining the coast at Overstrand near Cromer in the district of North Norfolk, county of Norfolk:

- (a) Up to 30 wind turbines fixed to the seabed by tripod foundations and extending to a height of up to 137.8 metres above the level of high water, fitted with rotating blades with a diameter of up to 110 metres and situated at the following locations:

<i>Wind turbine number</i>	<i>Latitude North</i>	<i>Longitude East</i>
A 1	52° 58.655–	01° 22.193–
A 2	52° 59.013–	01° 22.111–
A 3	52° 59.371–	01° 22.029–
A 4	52° 59.728–	01° 21.947–
A 5	53° 00.086–	01° 21.865–
A 6	53° 00.444–	01° 21.783–
A 7	53° 00.802–	01° 21.701–
A 8	53° 01.160–	01° 21.619–
A 9	53° 01.517–	01° 21.537–
A 10	53° 01.875–	01° 21.455–
B 1	52° 58.707–	01° 22.808–
B 2	52° 59.064–	01° 22.726–
B 3	52° 59.422–	01° 22.645–
B 4	52° 59.780–	01° 22.563–
B 5	53° 00.138–	01° 22.481–
B 6	53° 00.496–	01° 22.399–
B 7	53° 00.853–	01° 22.317–
B 8	53° 01.211–	01° 22.235–
B 9	53° 01.569–	01° 22.153–
B 10	53° 01.927–	01° 22.071–
C 1	52° 58.758–	01° 23.424–
C 2	52° 59.116–	01° 23.342–
C 3	52° 59.474–	01° 23.260–
C 4	52° 59.831–	01° 23.178–
C 5	53° 00.189–	01° 23.097–
C 6	53° 00.547–	01° 23.015–
C 7	53° 00.905–	01° 22.933–

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<i>Wind turbine number</i>	<i>Latitude North</i>	<i>Longitude East</i>
C 8	53° 01.263–	01° 22.851–
C 9	53° 01.620–	01° 22.769–
C 10	53° 01.978–	01° 22.687–

- (b) a network of cables buried under the seabed, connecting the wind turbines to each other;
- (c) up to three marine feeder cables buried under the seabed connecting the wind turbines to the shore commencing by a connection with wind turbine number A1 and then proceeding in a southerly direction for 6811 metres until they reach a point beneath the level of high water.

2. In this schedule references to the locations of a wind turbine are references to the centre point of that turbine. Chart datum is WGS 84.

SCHEDULE 2

Article 19

FOR PROTECTION OF ENVIRONMENT AGENCY

1. The following provisions shall, unless otherwise agreed in writing between the Environment Agency (in this article referred to as “the Agency”) and the undertaker have effect.

2. In this Schedule:

“accumulation” means any accumulation of silt or other material;

“construction” includes execution and placing, maintenance, extension, enlargement, alteration, replacement, re-laying and removal; and “construct” and “constructed” shall be construed accordingly;

“drainage work” means any watercourse and any land used for providing flood storage capacity for any watercourse and any bank, wall, embankment, outfall or other structure of whatever nature constructed or used for defence against water (including sea water);

“erosion” means any erosion of the bed or shore of the sea or other structure of whatever nature under the jurisdiction of the Agency for the purposes of the Water Resources Act 1991(1);

“outfall” means:

- (a) any existing land drainage outfall for which the Agency is responsible; or
- (b) any sewer, pipe or drain provided for groundwater, surface water or storm overflow sewerage.

“specified work” means any permanent or temporary work or operation authorised by or under this Order (which includes for the avoidance of doubt, any dredging and any exploratory geotechnical investigations that may be undertaken); and

“watercourse” has the meaning given in section 221(1) of the Water Resources Act 1991.

3. If, during the construction of a specified work or within 10 years after the completion of such work there is an accumulation or erosion or alteration of the tidal flow or littoral drift wholly or partly caused by such work which causes damage, or the reasonable expectation of damage within 2 years, the undertaker shall, if so required by the Agency before or within the period of 10 years after such completion, and subject to obtaining any necessary consents, remedy so much of such accumulation, erosion, alteration of tidal flow or littoral drift as is caused by such work, in the manner specified

(1) 1991 c. 57.

in sub-paragraph 6 below and, if it refuses or fails so to do, the Agency may itself cause work to be done and may recover the reasonable cost thereof from the undertaker.

4. Should any such accumulation or erosion or alteration of the tidal flow or littoral drift arise during the said construction or the said period of 10 years and be remedied in accordance with paragraph (3), any recurrence of such accumulation or erosion or alteration of the tidal flow or littoral drift shall from time to time be so remedied by the undertaker during the said period of 10 years and at any time thereafter, save that the undertaker's obligation under this paragraph shall cease in the event that following the remedying of any such accumulation or erosion or alteration of the tidal flow or littoral drift a period of 10 years elapses without any further such accumulation or erosion or alteration of the tidal flow or littoral drift or, if the specified works are decommissioned and removed before the end of that 10 year period, a period of 2 years elapses after such decommissioning and removal without any further such accumulation or erosion or alteration of the tidal flow or littoral drift.

5. To the extent that damage would have been caused in any event by factors other than the construction of a specified work the undertaker shall not be liable to remedy such accumulation or erosion or alteration of tidal flow or littoral drift.

6. For the purposes of paragraphs 3 and 4:

- (a) in the case of an accumulation, the remedy shall be its removal or such other protective works or measures as may be reasonably required by the Agency; and
- (b) in the case of erosion or alteration of tidal flow or littoral drift, the remedy shall be the carrying out of such reconstruction works and other protective works or measures as may be reasonably required by the Agency;

provided always that the Agency will not require a remedy which results in betterment upon the average levels of accumulation, erosion, tidal flow or littoral drift for 2 years prior to the Agency's requirement.

7. In paragraphs 3, 4 and 5, "damage" means any damage to or any adverse effect whatsoever upon the structure or operation of any outfall, flood or sea defences or other structure under the jurisdiction of the Agency for the purposes of the Water Resources Act 1991.

8. For the purposes of paragraph 3 the date of completion of a specified work shall be the date on which it is brought into use.

9. Without prejudice to the other provisions of this article and subject always to paragraph 10, the undertaker shall indemnify the Agency from all claims, demands, proceedings, costs, damages or expenses or loss which may be made or taken against, or recovered from or reasonably incurred by, the Agency to the extent they are caused by the construction of any of the specified work or by reason of their maintenance, repair, alteration, renewal, removal, existence or use or any act or omission of the undertaker, its contractors, agents, workmen, or servants whilst engaged upon any such work. For the avoidance of doubt, the undertaker shall have no obligation to indemnify the Agency for any claim, demand, proceedings, costs, damages, expenses or loss which are caused by any act or omission of the Agency or its personnel, contractors, servants or Agents.

10. The Agency shall—

- (a) give to the undertaker notice of any such claim, demand, proceedings, costs, damages or expenses or loss as soon as is reasonably practicable;
- (b) consult the undertaker in relation to the conduct of the defence and settlement or compromise thereof and in the event that the conduct is transferred to the undertaker give such reasonable assistance as may reasonably be required by the undertaker in the defence, settlement or compromise thereof; and

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(c) not in any event make a settlement or compromise thereof without the agreement of the undertaker which agreement shall not be unreasonably withheld.

11. If by reason of the construction of any specified work or by reason of the failure of that work or of the undertaker to maintain it, the efficiency of any drainage work for flood defence purposes is impaired or that work is damaged, such impairment or damage shall be made good by the undertaker to the reasonable satisfaction of the Agency and, if the undertaker fails to do so, the Agency may make good the same and recover from the undertaker the expense reasonably incurred by it in so doing.

12. Nothing in paragraph 9 or 11 shall impose liability on the undertaker in respect of accumulation or erosion or alteration of the tidal flow or littoral drift other than accumulation or erosion or alteration of the tidal flow or littoral drift which the undertaker is liable to remedy under paragraph 3 or 4 above.

13. Except as otherwise provided by this article nothing in this Order shall prejudice or affect in their application to the Agency the powers, rights, jurisdiction and obligations conferred, arising or imposed under the Land Drainage Act 1991(2), the Salmon and Freshwater Fisheries Act 1975(3), the Water Resources Act 1991 or any other enactment, byelaw or regulation relating to the Agency or any existing approvals or consents granted by the Agency to the undertaker under any enactment, byelaw or regulation.

14. Any dispute or difference between the undertaker and the Agency arising under, out of, or in connection with this article shall be referred to and settled by a single arbitrator appointed by agreement between the parties, on reference to him by either party, after notice in writing to the other, or, in default of agreement, by the President or Vice President of the Institution of Civil Engineers.

SCHEDULE 3

Article 20

FOR PROTECTION OF CROMER LIGHTHOUSE

1. Within 30 days of anticipated completion of the authorised works, the undertaker shall provide written notice to Trinity House of the date of anticipated completion. The undertaker shall provide Trinity House with written confirmation of the date of completion of the authorised works not later than 1 day following completion of the authorised works (the “completion notice”).

2. If, within 6 months of receipt of the completion notice, Trinity House reasonably demonstrates that the authorised works are causing interference with the functioning of the navigation light or the radar beacon at Cromer Lighthouse (“relevant interference”) and provides to the undertaker written notice of such relevant interference and outline remedial action (the “notice”), the undertaker shall, subject to obtaining any necessary consents, provide and maintain at its own expense such aids to navigation (as determined pursuant to paragraph 3) as may reasonably be required to remedy that interference (“remedial requirements”).

3. For the purpose of paragraph 2 Trinity House shall provide full details of its requirements and shall consult the undertaker on the nature and specification of the measures required prior to issuing a direction (the “direction”) specifying the remedial requirements and aids to navigation to be provided and maintained.

4. If in the reasonable opinion of Trinity House, immediate action is required to mitigate any relevant interference prior to the issuance of the direction, Trinity House may take the following actions:

(2) 1991 c. 59.

(3) 1975 c. 51.

- (a) identify and put in place such temporary measures as are reasonably required to mitigate the relevant interference until such time as the direction is issued pursuant to paragraph 3 and the remedial requirements specified in the direction are completed (the “temporary measures”), in which event Trinity House shall provide the undertaker with notice of any temporary measures put in place pursuant to this paragraph 4(a) and the reasons such temporary measures are required; or
 - (b) notify the undertaker of the need to put in place the temporary measures, the reason such temporary measures are required, and the temporary measures which in its reasonable judgement are required, in which event the undertaker shall use its best endeavours to put in place such temporary measures as soon as reasonably practicable.
5. Trinity House may recover from the undertaker its reasonable costs of putting in place temporary measures in accordance with paragraph 4(a).
6. Following issuance of the direction the undertaker shall use its best endeavours to complete the remedial requirements identified in the direction as soon as reasonably practicable to the reasonable satisfaction of Trinity House. The undertaker shall notify Trinity House of completion of the remedial requirements specified in the direction. Upon receipt of such notification, Trinity House shall as soon as reasonably practicable certify to the undertaker in writing that the actions required pursuant to the direction have been completed, and that no further remedial requirements are required.
7. Trinity House shall indemnify the undertaker against all claims or demands made against the undertaker in consequence of any relevant interference:
- (a) from the date of receipt of the completion notice until such time as a notice of relevant interference is issued to the undertaker pursuant to paragraph 2 or the undertaker is notified of the need for temporary measures pursuant to paragraph 4(b) whichever is the sooner; and
 - (b) from the date that Trinity House certifies that the actions required pursuant to the directions are complete pursuant to paragraph 6.
8. The undertaker shall indemnify Trinity House against all claims or demands made against Trinity House in consequence of any relevant interference that are caused by any failure or unreasonable delay on the part of the undertaker to comply with—
- (a) any remedial requirement that is identified by Trinity House in the direction; or
 - (b) any temporary measure that is identified by Trinity House pursuant to paragraph 4(b).
9. The undertaker or Trinity House shall give to the other reasonable notice of any such claim or demand and no settlement or compromise thereof except where such may invalidate or compromise the insurance cover held by either party shall be made without the agreement of the other, which shall not be unreasonably withheld or delayed.