

## SCHEDULES

### SCHEDULE 1

Article 2

#### AUTHORISED DEVELOPMENT

##### **In the District of Central Bedfordshire and Borough of Luton —**

A nationally significant infrastructure project as defined in sections 14 and 22(1) of the 2008 Act comprising:

**Work No. 1** — The construction of a new road, 2.9 kilometres in length, starting at the junction of Park Road North, Poynters Road and Porz Avenue in Houghton Regis and ending at the proposed M1 junction 11A, to include—

- (i) construction of new single carriageway road between the Porz Avenue roundabout and a proposed northern roundabout, a distance of 2.55 kilometres;
- (ii) construction of an over-bridge and associated wing walls and retaining walls;
- (iii) construction of new dual carriageway road between the proposed northern roundabout and the proposed M1 junction 11A, a distance of 0.35 kilometres;
- (iv) construction of an un-segregated footway and cycle track between the proposed junction with Parkside Link to the proposed northern roundabout, located in the north and west verge;
- (v) construction of an un-segregated footway and cycle track between the proposed junction with Pastures Way Link to the proposed northern roundabout, located in the south and east verge;
- (vi) construction of signal controlled pedestrian cyclist crossings;
- (vii) construction of a private means of access to farmland adjacent to the works;
- (viii) diversion and protection works to existing public utility apparatus, as required to accommodate the proposed works; and
- (ix) drainage works, drainage attenuation ponds, earthworks, pavement works, kerbing and paved area works, signing and road marking works, street lighting works, safety barrier works, traffic signals, fencing works, landscaping works, noise mitigation barriers and other works associated with the construction of the permanent highway.

Associated development within the meaning of section 115(2) of the 2008 Act comprising:

**Work No. 2** — The improvement of the existing C205 Park Road North, Houghton Regis, at its approach to the junction with Work No. 1, to include—

- (i) construction of an un-segregated footway and cycle track between the junction with Sandringham Drive and the junction with Work No. 1, located in the east verge;
- (ii) diversion and protection works to existing public utility apparatus, as required to accommodate the proposed works; and
- (iii) drainage works, earthworks, pavement works, kerbing and paved area works, signing and road marking works, street lighting works, safety barrier works, fencing works,

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(1) Section 22 was substituted by article 3 of [S.I. 2013/1883](#).

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landscaping works, noise mitigation barriers and other works associated with the construction of the permanent highway.

**Work No. 3** — The improvement of the existing Porz Avenue, Houghton Regis at its approach to the junction with Work No. 1, to include—

- (i) diversion and protection works to existing public utility apparatus, as required to accommodate the proposed works; and
- (ii) drainage works, earthworks, pavement works, kerbing and paved area works, signing and road marking works, street lighting works, safety barrier works, fencing works, landscaping works, noise mitigation barriers and other works associated with the construction of the permanent highway.

**Work No. 4** — The improvement of the existing C205 Poynters Road, Dunstable and Luton at its approach to the junction with Work No.1, to include—

- (i) diversion and protection works to existing public utility apparatus, as required to accommodate the proposed works; and
- (ii) drainage works, earthworks, pavement works, kerbing and paved area works, signing and road marking works, street lighting works, safety barrier works, fencing works, landscaping works, noise mitigation barriers and other works associated with the construction of the permanent highway.

**Work No. 5** —The improvement of the existing Wheatfield Road, Luton, to include—

- (i) reconfiguration of the existing Wheatfield Road (to be stopped up) and construction of a turning head;
- (ii) construction of a new single carriageway road to link the existing Wheatfield Road with Work No. 1;
- (iii) diversion and protection works to existing public utility apparatus, as required to accommodate the proposed works; and
- (iv) drainage works, earthworks, pavement works, kerbing and paved area works, signing and road marking works, street lighting works, safety barrier works, fencing works, landscaping works, noise mitigation barriers and other works associated with the construction of the permanent highway.

**Work No. 6** — The construction of a footway and cycle track alongside Sandringham Drive, Houghton Regis, to include—

- (i) construction of an un-segregated footway and cycle track on Sandringham Drive between Park Road North and Frogmore Road, located in the south verge;
- (ii) diversion and protection works to existing public utility apparatus, as required to accommodate the proposed works; and
- (iii) drainage works, earthworks, pavement works, kerbing and paved area works, signing and road marking works, street lighting works, fencing works, landscaping works and other works associated with the construction of the permanent highway.

**Work No. 7** — The construction of a footway and cycle track between Frogmore Road, Houghton Regis, and Wheatfield Road, Luton, to include—

- (i) construction of an un-segregated footway and cycle track between Frogmore Road and Wheatfield Road;
- (ii) diversion and protection works to existing public utility apparatus, as required to accommodate the proposed works;
- (iii) construction of a signal controlled pedestrian and cyclist crossing; and

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- (iv) drainage works, earthworks, pavement works, kerbing and paved area works, signing and road marking works, street lighting works, fencing works, landscaping works and other works associated with the construction of the permanent highway.

**Work No. 8** — The diversion of part of Houghton Brook, to include—

- (i) construction of a new section of Houghton Brook, 0.34 kilometres in length;
- (ii) diversion and protection works to existing public utility apparatus, as required to accommodate the proposed works; and
- (iii) drainage works, earthworks, fencing works, landscaping works and other works associated with the construction of the brook.

**Work No. 9** — The construction of a new road, 0.32 kilometres in length, starting at the junction of Parkside Drive and Fensome Drive in Houghton Regis and ending at Work No. 1, to include—

- (i) construction of new single carriageway road between Burford Walk and Work No. 1, a distance of 0.08 kilometres;
- (ii) the widening of the existing Parkside Drive south of the junction with Fensome Drive, a distance of 0.24 kilometres;
- (iii) the removal of the existing Parkside Drive carriageway between Work No. 1 and Burford Walk;
- (iv) construction of an over-bridge and associated wing walls and retaining walls;
- (v) construction of an un-segregated footway and cycle track between the junction with Parkside Link and Work No. 1, located in the east verge;
- (vi) diversion and protection works to existing public utility apparatus, as required to accommodate the proposed works; and
- (vii) drainage works, drainage attenuation ponds, earthworks, pavement works, kerbing and paved area works, signing and road marking works, street lighting works, safety barrier works, fencing works, landscaping works, noise mitigation barriers and other works associated with the construction of the permanent highway.

**Work No. 10** — The construction of a new footway and cycle track, 0.12 kilometres in length, starting at the end of Pastures Way, Luton and terminating at Work No. 1 in Houghton Regis, to include—

- (i) construction of an un-segregated footway and cycleway between Work No. 1 and the end of Pastures Way, a distance of 0.12 kilometres;
- (ii) the removal of the existing Parkside Drive carriageway between Work No. 1 and Pastures Way;
- (iii) diversion and protection works to existing public utility apparatus, as required to accommodate the proposed works; and
- (iv) drainage works, drainage attenuation ponds, earthworks, pavement works, kerbing and paved area works, signing and road marking works, street lighting works, safety barrier works, fencing works, landscaping works and other works associated with the construction of the permanent highway.

**Work No. 11** — Works to excavate a borrow pit, to include—

- (i) excavation to a depth not exceeding 2.5 metres below existing ground level, with total excavated material not exceeding 100,000 cubic metres; and
- (ii) drainage works, fencing works, landscaping works and other works associated with the creation of the borrow pit.

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**Work No. 12** — The construction of a new road, 0.45 kilometres in length, starting at the proposed northern roundabout and ending at the proposed junction with Houghton Road, Chalton, to include—

- (i) construction of new dual carriageway road between the proposed northern roundabout and the proposed roundabout junction with Houghton Road, Chalton, a distance of 0.45 kilometres;
- (ii) construction of an un-segregated footway and cycle track between the proposed northern roundabout and the proposed roundabout on Houghton Road, Chalton, located in the south verge;
- (iii) diversion and protection works to existing public utility apparatus, as required to accommodate the proposed works; and
- (iv) drainage works, earthworks, pavement works, kerbing and paved area works, signing and road marking works, street lighting works, safety barrier works, fencing works, landscaping works, noise mitigation barriers and other works associated with the construction of the permanent highway.

**Work No. 13** — The improvement of the existing C198 Sundon Road, Houghton Regis and Houghton Road, Chalton, to include—

- (i) improvement of Sundon Road and Houghton Road between the eastern boundary of Osborne House, north-eastwards for 0.4 kilometres;
- (ii) construction of private means of access to farmland adjacent to the works;
- (iii) diversion and protection works to existing public utility apparatus, as required to accommodate the proposed works; and
- (iv) drainage works, earthworks, pavement works, kerbing and paved area works, signing and road marking works, street lighting works, safety barrier works, fencing works, landscaping works, noise mitigation barriers and other works associated with the construction of the permanent highway.

**Work No. 14** — The construction of a new footway and cycle track 1.19 kilometres in length, alongside Houghton Brook between the proposed Parkside Link in Houghton Regis to the end of Kestrel Way, Luton, to include—

- (i) construction of an un-segregated footway and cycle track between the proposed Parkside Link and the end of Kestrel Way, a distance of 1.19 kilometres;
- (ii) diversion and protection works to existing public utility apparatus, as required to accommodate the proposed works;
- (iii) drainage works, drainage attenuation ponds, earthworks, pavement works, kerbing and paved area works, signing and road marking works, street lighting works, safety barrier works, fencing works landscaping works and other works associated with the construction of the permanent highway.

**Work No. 15** — Construction of a private means of access from Houghton Road, Chalton, to Chalton Cross Farm.

Further, in connection with such works further development within the Order limits as may be necessary or expedient for the purposes of, or in connection with, the construction of the authorised project, and which falls within the scope of the environmental impact assessment, consisting of—

- (a) alteration of the layout of any street permanently or temporarily, including but not limited to increasing the width of the carriageway of the street by reducing the width of any kerb, footpath, footway, cycle track or verge within the street; altering the level or increasing

- the width of any such kerb, footway, cycle track or verge; and reducing the width of the carriageway of the street;
- (b) street works, including breaking up or opening a street, or any sewer, drain or tunnel under it; tunnelling or boring under a street; works to place or maintain apparatus in a street; works to alter the position of apparatus, including mains, sewers, drains and cables;
  - (c) ramps, means of access, footpaths, bridleways, embankments, viaducts, aprons, abutments, shafts, foundations, retaining walls, drainage, wing walls, highway lighting, fencing and culverts;
  - (d) works to alter the position of apparatus, including mains, sewers, drains and cables and to carry out undergrounding, ducting and trenching operations and the removal of redundant equipment as a result of, or for the purposes of, such alteration;
  - (e) works to alter the course of, or otherwise interfere with a watercourse other than a navigable watercourse;
  - (f) landscaping and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised project;
  - (g) works for the benefit or protection of land affected by the authorised project;
  - (h) works required for the strengthening, improvement, maintenance or reconstruction of any streets; and
  - (i) other works, including contractor’s compounds, working sites, storage areas and works of demolition.

## SCHEDULE 2

Articles 3 and 40

### REQUIREMENTS

#### *Interpretation*

1. In this Schedule—

“the approved development plans” means the plans certified in accordance with article 37(1) (certification of plans, etc.);

“heavy goods vehicle” means a heavy goods vehicle of more than 7.5 tonnes gross vehicle weight;

“the landscaping plans” means plans setting out landscape proposals included within the environmental statement figures 10.3 to 10.7 inclusive or such replacement plans as are approved in accordance with paragraph 4(3); and

“the link road” means the authorised development.

#### *Time limits*

2. The authorised development must commence no later than the expiration of 5 years beginning with the date that this Order comes into force.

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### *Commencement*

3. Notice of commencement of the authorised development must be given by the undertaker to the relevant planning authorities not later than 7 days after the date that the authorised development is commenced.

### *Detailed design and implementation*

4.—(1) No part of the authorised development is to commence until detailed design documents have been approved by the relevant planning authority.

(2) Except as provided for by sub-paragraph (3), the authorised development must be carried out in accordance with the approved development plans and the landscaping plans.

(3) Replacement landscaping plans may be approved in writing by the relevant planning authority and substituted for the landscaping plans, provided that such approval is not given except where it has been demonstrated to the satisfaction of the relevant planning authority that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement, and falls within the Order limits.

### *Landscape and ecology*

5.—(1) No part of the authorised development is to commence until a written landscape and ecology management plan has been submitted to and approved in writing by the relevant planning authority, in consultation with Natural England.

(2) The landscape and ecology management plan must include details of—

- (a) landscape and ecological mitigation, enhancement, compensation and nature conservation measures reflecting the proposals of the environmental statement;
- (b) the management and monitoring of landscape and ecological mitigation, compensation and nature conservation measures;
- (c) the management and monitoring of water quality in Houghton Brook, including the build up of sediment;
- (d) the restoration of the borrow pit referred to in Work No. 11;
- (e) proposed species for planting;
- (f) repeat surveys to be undertaken to confirm the presence of any European protected species including the location of any active bat roosts;
- (g) the protection of any European protected species from activities associated with the authorised development, including any European protected species identified in the surveys required by sub-paragraph (f);
- (h) surveys to be undertaken to confirm the presence of invertebrate species;
- (i) details of any mitigation and enhancement measures necessary in relation to species identified in the surveys required by sub-paragraph (h);
- (j) the protection of any nationally protected species from activities associated with the authorised development; and
- (k) a programme for implementation of the proposed measures required by sub-paragraphs (f), (g), (h), (i), and (j).

(3) The approved landscape and ecology management plan or any amended plan approved in writing by the relevant planning authority, after consultation with Natural England, must be implemented in its entirety.

(4) “European protected species” has the same meaning as in regulations 40 (European protected species of animals) and 44 (European protected species of plants) of the Conservation of Habitats and Species Regulations 2010(2).

(5) “Nationally protected species” means any species protected under the Wildlife and Countryside Act 1981(3).

(6) Any tree or shrub planted as part of the approved landscaping and ecology management plan that, within a period of 5 years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species as that originally planted, unless the relevant planning authority gives consent to any variation.

(7) All hedges and trees forming part of the boundary of the Order limits or situated within them (unless shown to be removed in the approved landscaping and ecology management plan) must be protected from any damage and maintained throughout the construction of the authorised development.

(8) If any hedge or tree protected under sub-paragraph (7) is removed, uprooted, destroyed or dies it must be replaced in the first available planting season and afterwards maintained for a period of 5 years.

(9) All areas of the site left undisturbed, and all soil, soil making material and overburden mounds must be kept free from injurious weeds and invasive plants throughout the construction of the authorised development.

#### *Contaminated land*

6.—(1) Construction of the link road must not take place in any area identified by the environmental statement as requiring land contamination investigation until such an investigation has been carried out in accordance with the methodology set out in the environmental statement.

(2) In the event that contaminated materials are identified by an investigation or found at any time when carrying out the authorised development, it must be reported immediately in writing to the relevant planning authority and the undertaker must complete a risk assessment of the contamination.

(3) Where the relevant planning authority determine that remediation is necessary, a written scheme and programme for the remedial measures to be taken to render the land fit for its intended purpose, must be submitted to and approved in writing by the relevant planning authority.

(4) The approved scheme must include details of data to be collected in order to demonstrate that the remediation measures have been implemented successfully and details of requirements for longer-term monitoring of pollution linkages, maintenance and arrangements for contingency action.

(5) Remediation must be carried out in accordance with the approved scheme or any amended scheme approved in writing by the relevant planning authority.

(6) If remediation is required at any time during construction of the authorised development, no part of the authorised development is to be opened for public use until a verification report demonstrating completion of remediation in accordance with the approved scheme has been submitted to and approved in writing by the relevant planning authority.

(7) The verification report must include results of sampling and monitoring carried out in accordance with the approved scheme.

(8) The verification report must include any plan for longer-term monitoring of pollution linkages, maintenance and arrangements for contingency action as may be required by the approved

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(2) [S.I. 2010/490](#), to which there are amendments not relevant to this Order.

(3) [1981 c. 69](#).

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scheme, and the plan, or any amended plan approved in writing by the relevant planning authority, must be implemented as approved.

### *Construction environmental management plan*

7.—(1) No part of the authorised development is to commence until a written construction environmental management plan has been submitted to and approved in writing by the relevant planning authority.

(2) The construction environmental management plan must include measures to address—

- (a) generation of dust and mud arising during construction;
- (b) the monitoring of PM10 particulates, including the taking of appropriate mitigation measures if National Air Quality Strategy objectives are exceeded or are predicted to be exceeded;
- (c) the routing of construction vehicles during construction;
- (d) noise and vibration;
- (e) safeguarding watercourses;
- (f) flooding;
- (g) waste management; and
- (h) the mitigation of environmental impacts of construction reflecting the proposals of the environmental statement.

(3) In relation to safeguarding watercourses, the construction environmental management plan must require—

- (a) the collection, treatment and disposal of all water entering or arising within the Order limits during construction, including the removal of suspended solids from surface water run-off, to ensure that there is no discharge of contaminated or polluted drainage to ground or surface waters;
- (b) all foul drainage arising out of the authorised development to be discharged to a public sewer or else to a sealed tank, the contents of which must be removed from within the Order limits in its entirety;
- (c) any chemical, oil or fuel storage container within the Order limits for the purposes of the authorised development to be sited on an impervious surface with bund walls, and the volume of the bunded area to be the equivalent of 110% of the volume of the container and to contain within its curtilage all fill and draw pipes, vents, gauges and sight glasses; and
- (d) the drainage system of the bund to be sealed with no discharge to any watercourse, land or underground strata.

(4) In relation to flooding the construction environmental management plan must comply with the requirements detailed in the Luton Borough Council and South Bedfordshire District Council Strategic Flood Risk Assessment.

(5) In relation to the generation of mud and dust during construction, the construction environmental management plan must require—

- (a) wheel cleaning facilities to be installed and remain in position and be maintained in full working order, to be used by all heavy goods vehicles throughout the construction of the authorised development to minimise the risk that dust, mud or other deleterious matter is transferred to the public highway by vehicles leaving the authorised development;
- (b) measures to be taken during construction to minimise the risk that dust or windblown material is carried on to adjacent property, including the watering of all haul and access



roads and the spraying of storage heaps or operational construction areas as necessary during dry weather conditions; and

- (c) all heavy goods vehicles carrying materials in to or out of the authorised development during the construction of the development to be securely sheeted unless the load is otherwise enclosed.

(6) The construction of the authorised development must be carried out in accordance with the approved construction environmental management plan.

#### *Noise and vibration*

**8.—**(1) No part of the authorised development is to commence until a plan showing the locations of the acoustic barriers and details of the length, height, design and materials of the acoustic barriers has been submitted to and approved in writing by, the relevant planning authority.

(2) The acoustic barriers must be erected in accordance with the approved details prior to the opening of the link road and must be retained in place throughout the life of the road.

(3) All construction work must be undertaken in accordance with guidance detailed in the BS5228:2009 code of practice for noise and vibration control on construction and open sites, parts 1 and 2.

(4) All plant, equipment and other machinery used in connection with the construction of the link road must be equipped with effective silencing equipment or sound proofing equipment to the standard of design set out in the manufacturer's specification and must be maintained in accordance with that specification at all times throughout the development.

#### *Access by construction traffic*

**9.—**(1) No part of the authorised development is to commence until the locations and details of the access points for construction traffic from the public highway into the authorised development have been submitted to and approved in writing by the relevant planning authority.

(2) All construction traffic must at all times access the authorised development using an access point approved under sub-paragraph (1).

#### *Building and construction materials – highways*

**10.—**(1) No part of the authorised development is to commence until written details of the materials to be used for the surfacing of the new road comprised in Work No. 1 and the adjacent cycle track and footway have been submitted to and approved in writing by the relevant planning authority.

(2) The details submitted under sub-paragraph (1) must include provision for the use of low noise road surfacing materials on the road comprised in Work No. 1.

(3) The authorised development must be carried out using the materials approved under sub-paragraph (1).

#### *Building and construction materials – structures*

**11.—**(1) No part of the authorised development is to commence until written details of the building materials to be used for the external facings of all structures, including bridges, retaining walls and culvert sides and headwalls, have been submitted to and approved in writing by the relevant planning authority.

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(2) The authorised development must be carried out using the materials approved under sub-paragraph (1).

#### *Street lighting*

**12.—**(1) No part of the authorised development is to commence until a scheme of the lighting to be erected along the link road has been submitted to and approved in writing by the relevant planning authority.

(2) The scheme submitted under sub-paragraph (1) must include details of—

- (a) the areas of the link road to be lit;
- (b) the position of the lighting columns and their heights and designs, including their luminaires and any shielding that is to be incorporated into the lighting columns;
- (c) the extent of the light spread from each column; and
- (d) mitigation measures relating to lighting reflecting the proposals in the environmental statement.

(3) The authorised development must be carried out in accordance with the scheme approved under sub-paragraph (1).

#### *Hours of working*

**13.—**(1) No delivery or removal of materials or construction works is to take place on public holidays, Sundays or outside the hours of—

- (a) 0800 to 1800 hours on Mondays to Fridays; and
- (b) 0800 to 1300 hours on Saturdays.

(2) Sub-paragraph (1) does not prevent—

- (a) the use of pumping equipment or the carrying out of essential on-site repairs to plant and machinery; and
- (b) delivery or removal of materials or construction works carried out with the prior approval of the relevant planning authority,

outside such hours.

(3) Approval given under sub-paragraph (2)(b) may be given for specific activities or classes of activities.

#### *Surface water disposal*

**14.—**(1) No part of the authorised development is to commence until a detailed design of the realignment of Houghton Brook including long and cross sections and a written scheme for the disposal of surface water has been submitted to and approved in writing by the relevant planning authority.

(2) The scheme must include mitigation measures that reflect those proposed in the environmental statement and are considered sufficient by the relevant planning authority having regard to the flood risk assessment within the environmental statement.

(3) No infiltration system is to form a part of the scheme of surface water disposal unless the relevant planning authority is satisfied that it does not pose a risk to groundwater quality.

(4) The approved scheme for the disposal of surface water or any amended scheme approved in writing by the relevant planning authority must be implemented in its entirety.

### *Archaeology*

**15.—(1)** No part of the authorised development is to commence until a written scheme of archaeological investigation has been submitted to and approved in writing by the relevant planning authority.

(2) The authorised development must be carried out at all times in accordance with the scheme approved under sub-paragraph (1) unless otherwise agreed in writing by the relevant planning authority.

(3) Any archaeological remains not previously identified which are revealed when carrying out the authorised development must not be moved and must be reported to the relevant planning authority in writing within 3 working days.

(4) No construction operations for the authorised development are to take place within 10 metres of such remains for a period of 14 days from the date of such notification unless otherwise agreed in writing by the relevant planning authority.

(5) If the relevant planning authority are of the view that the archaeological remains require further investigation, no construction operations are to take place within 10 metres of the remains until provision has been made for the investigation and recording of the remains in accordance with details first submitted in writing to, and approved in writing by, the relevant planning authority.

### *Cultural heritage*

**16.—(1)** The authorised development must not commence until a written cultural heritage scheme and programme has been submitted to and approved in writing by the relevant planning authority.

(2) The scheme and programme must include mitigation measures reflecting those proposed in the environmental statement and include—

- (a) records to be taken to show the current appearance and setting of historic buildings impacted by the works; and
- (b) mitigation measures to protect such heritage assets as the scheme and programme identify as requiring protection.

(3) The authorised development must be carried out in accordance with the approved scheme and programme.

### *Geology*

**17.—(1)** No part of the authorised development is to commence until a written scheme of geological investigation has been submitted to and approved in writing by the relevant planning authority.

(2) The scheme must set out criteria for the assessment of geological exposures of scientific interest for the purposes of deciding whether a permanent geological conservation site should be created.

(3) The authorised development must be carried out in accordance with the approved scheme.

### *Monitoring of the effects of the authorised development*

**18.—(1)** No part of the authorised development is to be opened for public use until a written scheme for monitoring the following effects of the authorised development has been submitted to and approved in writing by the relevant planning authority—

- (a) effects on nature conservation interests;

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- (b) effects on access to community and private assets;
- (c) effects on the water environment including water quality, hydrology and flood risk;
- (d) landscape and visual effects;
- (e) effects on air quality; and
- (f) noise and vibration effects.

(2) The monitoring scheme must cover the monitoring of the above effects of the authorised development and their mitigation as set out in the environmental statement.

**19.**—(1) In this requirement, “the Transport Assessment” means the Woodside Link Transport Assessment forming part of the environmental statement.

(2) No part of the authorised development is to be opened for public use until a written scheme (“the Parkside Drive Scheme”) for monitoring and assessing the volume and effects of traffic using Parkside Drive, Houghton Regis has been submitted to and approved in writing by the relevant planning authority.

(3) The Parkside Drive Scheme must make provision for the monitoring of the volumes of motorised vehicular traffic using Parkside Drive on the basis of the same traffic monitoring methodology used for the Transport Assessment for a period of 2 weeks commencing on the first anniversary of the link road opening date and afterwards on the fourth, seventh, tenth, thirteenth and sixteenth anniversaries of that date.

(4) Any scheme which is approved by the relevant planning authority under sub-paragraph (2) must be implemented as approved.

(5) Should the monitoring show that motorised vehicle movements on Parkside Drive exceed 8300 movements per day averaged over a 2 week period, Central Bedfordshire Council must consult people living within 500 metres of Parkside Drive regarding whether to implement further traffic mitigation measures in order to secure significant amelioration of any adverse traffic, highway safety or traffic-related environmental conditions identified in the assessment.

#### *Weight Limits*

**20.** Not later than 3 months after Work No.1 has been brought into public use, Central Bedfordshire Council must initiate the process for making an order under the 1984 Act to introduce a 7.5 tonne weight limit on Sundon Road towards Houghton Regis Town Centre, and then implement any weight restriction agreed as a result of that process.

SCHEDULE 3

Article 11

SPEED LIMITS

PART 1

ROADS SUBJECT TO 20 MPH SPEED LIMIT

<i>(1)</i> <i>Number</i>	<i>(2)</i> <i>Description</i>
1	Parkside Drive, Houghton Regis from a point 50 metres north of its junction with the A5505 Woodside Link (Work No. 1) northwards for a distance of 260 metres.

PART 2

ROADS SUBJECT TO 30 MPH SPEED LIMIT

<i>(1)</i> <i>Number</i>	<i>(2)</i> <i>Description</i>
1	The A5505 Woodside Link (Work No. 1) from its junction with Park Road North eastwards for a distance of 370 metres.
2	Sundon Road, Houghton Regis, from its junction with Houghton Road, Chalton southwards for a distance of 520 metres.
3	Houghton Road, Chalton from its junction with Sundon Road Houghton Regis northwards for a distance of 125 metres.
4	The unclassified road known as Sundon Link Road from its junction with Sundon Road, Houghton Regis eastwards for a distance of 65 metres

PART 3

ROADS SUBJECT TO 40 MPH SPEED LIMIT

<i>(1)</i> <i>Number</i>	<i>(2)</i> <i>Description</i>
1	The A5505 Woodside Link (Work No. 1) from a point 390 metres east of its junction with Park Road North north-eastwards for a distance of 2250 metres.
2	The unclassified road known as the Sundon Link Road from its junction with the A5505 Woodside Link (Work No. 1) westwards for a distance of 390 metres.

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<i>(1)</i> <i>Number</i>	<i>(2)</i> <i>Description</i>
3	Parkside Drive, Houghton Regis from its junction with the A5505 Woodside Link (Work No. 1) northwards for a distance of 50 metres.

## SCHEDULE 4

Article 12

## STREETS TO BE STOPPED UP

## PART 1

## STREETS FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New street to be substituted</i>
<b>Borough of Luton</b>	Wheatfield Road	Between points A and B on access plan 1 (being from the junction of Poynters Road eastwards for a distance of 28 metres).	Between points C and D on access plan 1 (being from the new junction with Work No. 1 south-eastwards for a distance of 19 metres).
<b>District of Central Bedfordshire</b>	Parkside Drive (currently subject to Prohibition of Driving Order)	Between points E and F on access plan 2 (being from a point 142 metres south of the junction of Parkside Drive and Fensome Drive south-eastwards for a distance of 470 metres to the end of Pastures Way, Luton).	Between points E and G on access plan 2 (being from a point 142 metres south of the junction of Parkside Drive and Fensome Drive southwards for a distance of 170 metres to the junction with Work No. 1) – this section to be open to all traffic; and Between points H and F on access plan 2 (being from the junction with Work No. 1 southwards for a distance of 116 metres to the end of Pastures Way, Luton) – this section to be subject to a Prohibition of Driving Order.

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New street to be substituted</i>
	Footpath 39 (Houghton Regis)	Between points U and V on access plan 1 (being from a point 25 metres west of the junction of Sandringham Drive and Windsor Drive eastwards for a distance of 25 metres to the boundary with the Borough of Luton).	Shared use footway and cycle track between points U and W on access plan 1 (being from a point 25 metres west of the junction of Sandringham Drive and Windsor Drive in an easterly and southerly direction, crossing Work No. 1, to the boundary with the Borough of Luton, a distance of 196 metres).
	Footpath 8 (Chalton)	In its entirety between points MM and NN as shown on access plans 2 and 3, a distance of 755 metres.	Shared use footway and cycle track between points M and N on access plans 2 and 3 (being from chainage 1115 of Woodside Link eastwards following the south side of Houghton Brook to Kestrel Way, Luton, a distance of 1191 metres).
	Footpath 7 (Chalton)	Between points P and Q on access plans 4 and 5 (being from chainage 2310 of Work No. 1 then northwards to just north of Chalton Cross Farm buildings, a distance of 381 metres).	Shared use footway and cycle track between points P and Q (via T) on access plans 5 and 7 (being from chainage 2310 of Work No. 1, northwards on the west side of Work No. 1, to an uncontrolled crossing point at chainage 2510 (point T on access plan 5) of Work No. 1, then on the east side of Work No. 1, utilising the access road to Chalton Cross Farm buildings to rejoin footpath 7 at

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New street to be substituted</i>
			point Q, a distance of 443 metres).
	Footpath 6 (Chalton)	Between points R and S on access plan 5 (being from Footpath 7 close to chainage 2550 of Work No. 1 then north-westwards to Houghton Road, Chalton, a distance of 467 metres).	Shared use footway and cycle track between points T and S on access plan 5 (being from the substitute Footpath 7 at chainage 2510 on Work No. 1, on the west side of Work No. 1, then on the south side of Sundon Link to chainage SL410, to an uncontrolled crossing point at Sundon Link, then along the south-east side of the old Sundon Road to rejoin Footpath 6 at point S, a distance of 810 metres).

## PART 2

### PRIVATE ACCESSES FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Private access to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>Private access to be substituted</i>
<b>District of Central Bedfordshire</b>	Access to Chalton Cross Farm	Between Points AA and BB on access plan 5 (being from the northern-most point of Chalton Cross Farm yard northwards towards Houghton Road, Chalton for a distance of 164 metres).	Between points AA and CC on access plan 5 (being from the northern-most point of Chalton Cross Farm yard westwards towards Houghton Road, Chalton for a distance of 260 metres).



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### PART 3

#### STREETS FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>
<b>District of Central Bedfordshire</b>	Footpath A17 (Houghton Regis)	Entire length as shown on access plans 2, 4 and 6 between points LL and KK, a distance of 864 metres.

#### SCHEDULE 5

Article 13

#### TEMPORARY PROHIBITION OR RESTRICTION OF USE OF STREETS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Temporary prohibition or restriction on the use of streets</i>	<i>(3)</i> <i>Extent of temporary prohibition or restriction of use of street</i>
<b>District of Central Bedfordshire</b>	Park Road North	Between Sandringham Drive and Poynters Road, all traffic. Access to frontages to be maintained at all reasonable times.
	Porz Avenue	Between Park Road North and Lovett Way, all traffic. Access to frontages to be maintained at all reasonable times.
	Poynters Road (the boundary between the District of Central Bedfordshire and the Borough of Luton runs along the middle of Poynters Road)	Between Porz Avenue and Brunel Road, Luton, all traffic. Access to frontages to be maintained at all reasonable times.
	Sundon Road, Houghton Regis	Between Hillborough Crescent (east) and Houghton Road, Chalton, all traffic. Access to frontages to be maintained at all reasonable times.
	Houghton Road, Chalton	Between Sundon Road and Luton Road, Chalton, all traffic. Access to frontages to be maintained at all reasonable times.
	Parkside Drive	Between points DD and F on access plan 2, all

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(1) <i>Area</i>	(2) <i>Temporary prohibition or restriction on the use of streets</i>	(3) <i>Extent of temporary prohibition or restriction of use of street</i>
		traffic, including pedestrians and cyclists.
	Sandringham Drive	Between Park Road North and Windsor Drive, all traffic. Access to frontages to be maintained at all reasonable times.
	Un-named cycle track between Sandringham Drive and Wheatfield Road	Between points FF and GG on access plan 2 all traffic.
	Footpath 7 (Chalton)	Between points K and P on access plans 4 and 6 and points Q and L on access plan 5.
<b>Borough of Luton</b>	Wheatfield Road	Between points HH and JJ on access plan 1, all traffic. Access to frontages to be maintained at all reasonable times.
	Pastures Way	Between points F and Y on access plan 2, all traffic, including pedestrians and cyclists.
	Poynters Road (the boundary between the District of Central Bedfordshire and the Borough of Luton runs along the middle of Poynters Road)	Between Porz Avenue Houghton Regis and Brunel Road, all traffic. Access to frontages maintained at all reasonable times.

## SCHEDULE 6

Article 14

## PRIVATE ACCESSES TO AND FROM WORKS

(1) <i>Area</i>	(2) <i>Description of access</i>
<b>District of Central Bedfordshire</b>	At point X1 on access plan 5 (being a point on Houghton Road, Chalton 130 metres north-east of the Chalton parish boundary), a temporary vehicular and pedestrian access to provide safe access and egress for site vehicles and plant and site workers' personal vehicles to the construction compound to undertake all of the authorised development

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Description of access</i>
	At point X2 on access plan 2 (being a point on Parkside Drive, Houghton Regis 15 metres south of the junction with Fensome Drive), a temporary vehicular and pedestrian access to provide safe access and egress for site vehicles and plant to undertake the authorised development within Work Nos. 6 to 10 inclusive
	At point X3 on access plan 1 (being a point on Sandringham Drive, Houghton Regis 80 metres east of the junction with Park Road North), a temporary vehicular and pedestrian access to provide safe access and egress for site vehicles and plant and site workers' personal vehicles to undertake the authorised development within Work Nos. 1 to 6 inclusive
	At point X7 on access plan 5 (being a point on the future M1 Junction 11A), a temporary vehicular access to provide safe access and egress for site vehicles and plant and site workers' personal vehicles to undertake all of the authorised development
<b>Borough of Luton</b>	At point X4 on access plan 1 (being a point on Wheatfield Road, Luton 210 metres east of the junction with Poynters Road), a temporary vehicular and pedestrian access to provide safe access and egress for site vehicles and plant to undertake the authorised development within Work No. 5
	At point X5 on access plan 2 (being a point on Pastures Way, Luton 2 metres south of the junction with Parkside Drive), a temporary vehicular and pedestrian access to provide safe access and egress for site vehicles and plant to undertake the authorised development within Work No. 10
	At point X6 on access plan 3 (being a point at the eastern end of Kestrel Way, Luton), a temporary vehicular and pedestrian access to provide safe access and egress for site vehicles and plant to undertake the authorised development within Work No. 14

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## SCHEDULE 7

Article 21(2)

## LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

(1) <i>Number of land shown on the land plans</i>	(2) <i>Purpose for which rights over the land may be acquired</i>
01/17	Right to construct, access, keep and maintain underground cables.
01/19	Right to construct, access, keep and maintain underground cables.
01/21	Right to construct, access, keep and maintain underground cables.
02/06	Right of access to land adjacent to existing brook to construct, inspect and maintain road embankment to Work No. 1 and the right to construct, access, keep and maintain underground cables.
02/40	Right to construct, access, keep and maintain underground cables.
02/41	Right to construct, access, keep and maintain underground cables.

## SCHEDULE 8

Article 21

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE  
ENACTMENTS FOR CREATION OF NEW RIGHTS AND RESTRICTIVE COVENANTS

*Compensation enactments*

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply in respect of compensation on the compulsory purchase of land and interests in land, subject to the modifications set out in this Schedule.

2.—(1) The Land Compensation Act 1973<sup>(4)</sup> has effect subject to the modifications set out in sub-paragraphs (2) and (3).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

- (a) for “land is acquired or taken from” substitute “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for “acquired or taken from him” substitute “over which the right is exercisable or the restrictive covenant enforceable”.

<sup>(4)</sup> 1973 c. 26.

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(3) For section 58(1)(5) (determination of material detriment where part of house etc. proposed for compulsory acquisition), as it applies to determinations under section 8 of the 1965 Act as substituted by paragraph 5, substitute—

“(1) In determining under section 8(1) or 34(2) of the Compulsory Purchase Act 1965, or section 166(2) of the Town and Country Planning Act 1990 whether—

- (a) a right over or a restrictive covenant affecting land consisting of a house, building or manufactory can be taken or imposed without material detriment or damage to the house, building or manufactory; or
- (b) a right over or a restrictive covenant affecting land consisting of a park or garden belonging to a house can be taken or imposed without seriously affecting the amenity or convenience of the house,

the Upper Tribunal must take into account not only the effect of the acquisition of the right or imposition of the restrictive covenant but also the use to be made of the right or restrictive covenant proposed to be acquired or imposed, and, in a case where the right or restrictive covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use to be made of the other land.”.

#### *Application of the 1965 Act*

**3.—**(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired;
- (b) the restrictive covenant imposed or to be imposed; or
- (c) the land over which the right is or is to be exercisable, or over which the restrictive covenant is or is to be enforceable.

(2) Without limitation on the scope of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right or the benefit of a restrictive covenant by the creation of a new right or the imposition of a restrictive covenant with the modifications specified in the following provisions of this Schedule.

**4.** For section 7 of the 1965 Act (measure of compensation) substitute—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”.

**5.** For section 8 of the 1965 Act (provisions as to divided land) substitute—

“8.—(1) Where in consequence of the service on a person under section 5 of this Act of a notice to treat in respect of a right or restrictive covenant over land consisting of a house, building or manufactory or of a park or garden belonging to a house (“the relevant land”)—

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(5) Section 58(1) was amended by section 16(3) of, and Schedule 5 to, the Compulsory Purchase (Vesting Declarations) Act 1981 (c. 66), section 4 of, and paragraph 29(1) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2009/1307.

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- (a) a question of disputed compensation in respect of the purchase of the right or the imposition of the restrictive covenant would apart from this section fall to be determined by the Upper Tribunal (“the tribunal”); and
- (b) before the tribunal has determined that question the tribunal is satisfied that the person has an interest in the whole of the relevant land and is able and willing to sell that land and—
  - (i) where that land consists of a house, building or manufactory, that the right cannot be purchased or the restrictive covenant imposed without material detriment to that land; or
  - (ii) where that land consists of such a park or garden, that the right cannot be purchased or the restrictive covenant imposed without seriously affecting the amenity or convenience of the house to which that land belongs,

the Central Bedfordshire Council (Woodside Link Houghton Regis) Development Consent Order 2014<sup>(6)</sup> (“the Order”), in relation to that person, ceases to authorise the purchase of the right or imposition of the restrictive covenant and is deemed to authorise the purchase of that person’s interest in the whole of the relevant land including, where the land consists of such a park or garden, the house to which it belongs, and the notice is deemed to have been served in respect of that interest on such date as the tribunal directs.

(2) Any question as to the extent of the land in which the Order is deemed to authorise the purchase of an interest by virtue of subsection (1) of this section is to be determined by the tribunal.

(3) Where in consequence of a determination of the tribunal that it is satisfied as mentioned in subsection (1) of this section the Order is deemed by virtue of that subsection to authorise the purchase of an interest in land, the acquiring authority may, at any time within the period of 6 weeks beginning with the date of the determination, withdraw the notice to treat in consequence of which the determination was made; but nothing in this subsection prejudices any other power of the authority to withdraw the notice.”.

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

7. Section 11<sup>(7)</sup> of the 1965 Act (powers of entry) is modified so as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 12<sup>(8)</sup>

<sup>(6)</sup> [S.I. 2014/2637](#).

<sup>(7)</sup> Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1) and [S.I. 2009/1307](#).

<sup>(8)</sup> Section 12 was amended by section 56(2) of, and part 1 of Schedule 9 to, the Courts Act 1971 (c. 23).

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(penalty for unauthorised entry) and 13(9) (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

8. Section 20(10) of the 1965 Act (protection for interests of tenants at will, etc.) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

9. Section 22 of the 1965 Act (interests omitted from purchase) is modified so as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired and enjoy the benefit of the restrictive covenant imposed, subject to compliance with that section as respects compensation.

## SCHEDULE 9

Article 27

## LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Number of land shown on the land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Relevant part of the authorised development</i>
<b>District of Central Bedfordshire</b>	01/09	Landscaping, removal of redundant overhead power lines, construction of footway and cycle track alongside Sandringham Drive.	Work No. 1 Work No. 6 Work No. 7
	01/13	Landscaping.	Work No. 1 Work No. 2 Work No. 6
	01/16	Landscaping.	Work No. 1 Work No. 6
	01/17	Landscaping, installation of underground service ducts.	Work No. 1
	01/19	Landscaping, installation of	Work No. 1

(9) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(10) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

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(1) <i>Location</i>	(2) <i>Number of land shown on the land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
		underground service ducts.	
	01/21	Landscaping, installation of underground service ducts.	Work No. 1 Work No. 7
	02/05	Landscaping and works to Houghton Brook.	Work No. 1 Work No. 8
	02/06	Landscaping, installation of underground service ducts, working space.	Work No. 1
	02/10	Improvement of Parkside Drive, access to works.	Work No. 8 Work No. 9
	02/11	Improvement of Parkside Drive, access to works.	Work No. 9
	02/24	Removal of redundant parts of Parkside Drive, landscaping.	Work No. 10
	02/25	Storage of topsoil and excavated material.	Work No. 1
	02/26	Storage of topsoil and excavated material, haul road, working space.	Work No. 1
	02/27	Storage of topsoil and excavated material, haul road, working space.	Work No. 1
	02/30	Landscaping, haul road, working space, removal of redundant overhead power lines.	Work No. 1 Work No. 14
	02/31	Working space to construct bridge.	Work No. 1
	02/32	Working space to construct bridge.	Work No. 1



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<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Number of land shown on the land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Relevant part of the authorised development</i>
	02/35	Landscaping	Work No. 9
	02/36	Landscaping	Work No. 9
	02/37	Landscaping	Work No. 9
	02/38	Landscaping	Work No. 9
	02/39	Landscaping, removal of redundant overhead power lines, improvement of footway and cycle track between Frogmore Road and Wheatfield Road.	Work No. 7 Work No. 8
	02/40	Landscaping, installation of underground service ducts, improvement of footway and cycle track between Frogmore Road and Wheatfield Road.	Work No. 1
	02/41	Landscaping, installation of underground service ducts, working space for the construction of an attenuation pond.	Work No. 1
	02/46	Landscaping, installation of underground service ducts.	Work No. 1
	02/48	Landscaping, haul road, working space, removal of redundant overhead power line.	Work No. 8 Work No. 14
	04/02	Construction of a private means of access to proposed development.	Work No. 1
	04/07	Haul road, working space.	Work No. 1

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<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Number of land shown on the land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Relevant part of the authorised development</i>
	04/08	Haul road, working space.	Work No. 1
	04/09	Haul road, working space.	Work No. 1
	04/10	Haul road, working space.	Work No. 1
	04/11	Construction of a private means of access to farm buildings.	Work No. 1
	04/12	Working space	Work No. 1
	05/09	Construction of a private means of access to farm buildings.	Work No. 15
	05/10	Site of a construction compound including temporary access for site vehicles.	Work No. 1 Work No. 12 Work No. 13 Work No. 15
	05/11	Construction of a private means of access to farm buildings.	Work No. 1
	05/12	Construction of a private means of access to farm buildings.	Work No. 1
<b>Borough of Luton</b>	01/14	Landscaping.	Work No. 1
	03/05	Access for construction of a footway and cycle track, works to Houghton Brook	Work No. 14
	03/06	Access for construction of a footway and cycle track, works to Houghton Brook	Work No. 14

SCHEDULE 10

Article 30

PROTECTIVE PROVISIONS

PART 1

FOR PROTECTION OF UK POWER NETWORKS LIMITED

1. In this Part of this Schedule—

“apparatus” means electric lines or electrical plant (as defined in the Electricity Act 1989(11)), belonging to or maintained by UKPN;

“authorised work” means the construction of any work authorised by this Order;

“the engineer” means an engineer appointed by UKPN for the purposes in question;

“specified work” means so much of any authorised work as relates to the carrying out of any operation to any apparatus; and

“UKPN” means UK Power Networks Limited, company number 07353731, registered at 14-18 City Road, Cardiff, CF24 3DL.

*Approval of plans, protective works etc.*

2.—(1) The undertaker must, before commencing construction of any specified work, supply to UKPN proper and sufficient plans of that work and such further particulars available to it as UKPN may within 14 days of the submission of the plans reasonably require for the approval of the engineer and must not commence such construction of a specified work until plans of that work have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if within 28 days after such plans (including any other particulars reasonably required under sub-paragraph (1)) have been supplied to UKPN the engineer has not intimated disapproval of those plans and the grounds of disapproval the engineer is deemed to have approved the plans as submitted.

(3) When signifying approval of the plans the engineer may specify—

(a) any protective work (whether temporary or permanent) which in the reasonable opinion of the engineer should be carried out before the commencement of a specified work to prevent detriment; and

(b) such other requirements as may be reasonably necessary to prevent detriment,

and such protective works must be constructed by the undertaker (or by UKPN at the undertaker’s request) without unnecessary delay and the undertaker must not commence the construction of a specified work until the engineer has notified the undertaker that the protective works have been completed to the engineer’s reasonable satisfaction.

(4) In the event that the undertaker fails to complete the construction of, or part of, the specified works UKPN may, if it is reasonably required in order to avoid detriment, construct any of the specified works, or part of such works, (together with any adjoining works) in order to complete the construction of, or part of, the specified works or make such works and the undertaker must reimburse UKPN all costs, fees, charges and expenses it has reasonably incurred in carrying out such works.

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(11) 1989 c. 29. The definition of “electrical plant” (in section 64) was amended by paragraphs 24 and 38(1) and (3) of Schedule 6 to the Utilities Act 2000 (c. 27).

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### *Construction*

3. Any specified or protective works must, when commenced, be constructed—
  - (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled in accordance with this Part of this Schedule and with any requirements made under paragraph 2(3);
  - (b) under the supervision (if given) and to the reasonable satisfaction of the engineer; and
  - (c) in such manner as to cause as little detriment as is reasonably practicable.

## PART 2

### FOR THE PROTECTION OF NATIONAL GRID

#### *Application*

4. For the protection of National Grid the following provisions, unless otherwise agreed in writing between the undertaker and National Grid, have effect.

#### *Interpretation*

5. In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficiently than previously;

“apparatus” means—

- (a) in the case of National Grid Electricity Transmission Plc, electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by it;
- (b) in the case of National Grid Gas Plc, any mains, pipes or other apparatus belonging to or maintained by it for the purposes of gas supply;

“commence” means the first carrying out of any works relating to the authorised development and commencement is to be construed accordingly;

“functions” includes powers and duties;

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

“maintain” and “maintenance” includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus including construct, use, repair, improve, alter, inspect, renew or remove the apparatus;

“National Grid” means National Grid Electricity Transmission Plc, company number 02366977, and National Grid Gas Plc, company number 02006000, both companies registered at 1 - 3 Strand, London, WC2N 5EH; and

“plans” includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed.

6. Except for paragraphs 7 (apparatus in stopped up streets), 9 (acquisition of land), 12 and 13 (retained apparatus: protection), 14 (expenses) and 15 (indemnity) this Schedule does not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

### *Apparatus of National Grid in stopped up streets*

7.—(1) Where any street is stopped up under article 12 (stopping up of streets) and any National Grid apparatus is in the street or accessed by that street National Grid is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to National Grid legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the stopping up of any such street. Any apparatus of National Grid required to be moved by the undertaker must be dealt with under paragraphs 10 and 11 of this Part of this Schedule and not under article 31(2) to (8) (apparatus and rights of statutory undertakers in stopped up streets) regardless of its inclusion in the Order.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 13 (temporary prohibition or restriction of use of streets), National Grid is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

### *Protective works to buildings*

8.—(1) The undertaker, in the case of the powers conferred by article 17 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid (such consent not to be unreasonably withheld or delayed) except in the case of emergency works (as defined in the 1991 Act) in which case the undertaker must use all reasonable endeavours not to obstruct or render less convenient the access to any National Grid apparatus (except, where such powers are exercised over National Grid operational land, where access must never be obstructed or rendered less convenient without the written consent of National Grid).

(2) If by reason of the exercise of the powers conferred by article 17 any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of National Grid or any interruption in the supply of electricity or gas (as the case may be) by National Grid is caused, the undertaker must bear and pay on demand the cost reasonably incurred by National Grid in making good such damage or restoring the supply; and, subject to sub-paragraph (3), must—

- (a) make compensation to National Grid for any loss sustained by it; and
- (b) indemnify National Grid against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by National Grid, by reason of any such damage or interruption.

(3) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of National Grid or its contractors or workers; and National Grid must give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise of it is to be made without first consulting the undertaker and giving them an opportunity to make representations as to the claim or demand.

### *Acquisition of land*

9. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker must not otherwise than by agreement with National Grid—

- (a) acquire by compulsion from National Grid any right or interest in land (including rights in the subsoil of or the air-space over land) or any of National Grid's apparatus, or impose

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restrictive covenants affecting land in which National Grid has rights or interests, or enter upon land, or override any wayleave, easement or other rights or interests of National Grid; or

- (b) take temporary possession of any land that is not a highway so as to interfere with any easement, wayleave or other right relating to National Grid's apparatus.

#### *Removal of apparatus*

**10.**—(1) If, in the exercise of the agreement reached in accordance with paragraph 9 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to National Grid to its satisfaction (taking into account paragraph 11(1)) the necessary facilities and rights for—

- (a) the construction of alternative apparatus in other land of the undertaker; and
- (b) the maintenance of that apparatus afterwards.

(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, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed except that this obligation does not extend to the requirement for National Grid 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 National Grid and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

#### *Facilities and rights for alternative apparatus*

**11.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to National Grid 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 National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by National Grid.

(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed, then the terms and conditions to which those facilities and rights are subject in the matter must be referred to arbitration and, the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

*Retained apparatus: protection for National Grid Gas Plc*

**12.**—(1) Not less than 56 days before commencing the execution of any works authorised by this Order that are near to, or will or may affect (with reference to the guidance specified at sub-paragraph (11)), any apparatus the removal of which has not been required by the undertaker under paragraph 10(2) or otherwise, the undertaker must submit to National Grid Gas Plc a plan.

(2) In relation to works which will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus, or (wherever situated) impose any load directly upon any apparatus or involve embankment works within 15 metres of any apparatus, the plan to be submitted to National Grid Gas Plc under sub-paragraph (1) must be detailed including a method statement and 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, and the positioning of plant;
- (d) the position of all apparatus; and
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus.

(3) The undertaker must not commence the construction or renewal of any works to which sub-paragraph (1) or (2) applies until National Grid Gas Plc has given written approval of the plan so submitted.

(4) Any approval of National Grid Gas Plc required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and
- (b) must not be unreasonably withheld or delayed.

(5) In relation to a work to which sub-paragraph (1) or (2) applies, National Grid Gas Plc may as part of the written approval referred to in sub-paragraph (3) require such modifications to be made to the plan as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under this Order must be executed only in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (2), as amended from time to time by agreement between the undertaker and National Grid Gas Plc and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5) or (7) by National Grid Gas Plc for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid Gas Plc is entitled to watch and inspect the execution of those works.

(7) Where National Grid Gas Plc requires any protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to National Grid Gas Plc's satisfaction prior to the carrying out of any works authorised

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by the Order (or any relevant part of it) and National Grid Gas Plc must give notice of such works within 56 days from the date of submission of a plan in line with sub-paragraph (1) or (2) (except in an emergency).

(8) If National Grid Gas Plc in accordance with sub-paragraph (5) or (7) 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 4 to 6 and 9 to 11 apply as if the removal of the apparatus had been required by the undertaker under paragraph 10(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(10) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid Gas Plc notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraph (5), (6) and (7) in so far as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised by this Order the undertaker must comply with National Grid's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

*Retained apparatus: protection National Grid Electricity Transmission Plc*

**13.—**(1) Not less than 56 days before commencing the execution of any works authorised by this Order that are near to, or will or may affect (with reference to the guidance specified at sub-paragraph (11)), any apparatus the removal of which has not been required by the undertaker under paragraph 10(2) or otherwise, the undertaker must submit to National Grid Electricity Transmission Plc a plan.

(2) In relation to works which will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus, or involve embankment works within 15 metres of any apparatus, the plan to be submitted to National Grid Electricity Transmission Plc under sub-paragraph (1) must be detailed including a method statement and 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, and the positioning of plant;
- (d) the position of all apparatus; and
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus.

(3) The undertaker must not commence the construction or renewal of any works to which sub-paragraph (1) or (2) applies until National Grid Electricity Transmission Plc has given written approval of the plan so submitted.

(4) Any approval of National Grid Electricity Transmission Plc required under sub-paragraph (3)



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(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7);

(b) must not be unreasonably withheld or delayed.

(5) In relation to a work to which sub-paragraph (1) or (2) applies, National Grid Electricity Transmission Plc may as part of the written approval referred to in sub-paragraph (3) require such modifications to be made to the plan as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under this Order must be executed only in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub paragraph (2), as amended from time to time by agreement between the undertaker and National Grid Electricity Transmission Plc and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5) or (7) by National Grid Electricity Transmission Plc for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid Electricity Transmission Plc is entitled to watch and inspect the execution of those works.

(7) Where National Grid Electricity Transmission Plc requires any protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to National Grid Electricity Transmission Plc's satisfaction prior to the carrying out of any works authorised by the Order (or any relevant part of it) and National Grid Electricity Transmission Plc must give notice of such works within 56 days from the date of submission of a plan in line with sub-paragraph (1) or (2) (except in an emergency).

(8) If National Grid Electricity Transmission Plc in accordance with sub-paragraph (5) or (7) 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 4 to 6 and 9 to 11 apply as if the removal of the apparatus had been required by the undertaker under paragraph 10(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(10) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid Electricity Transmission Plc notice as soon as is reasonably practicable and a plan of those works and must—

(a) comply with sub-paragraph (5), (6) and (7) in so far as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with National Grid's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

### *Expenses*

**14.—(1)** Subject to the following provisions of this paragraph, the undertaker must repay to National Grid on demand all charges, costs and expenses reasonably incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule including without limitation—

(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 including

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without limitation in the event that National Grid elects to use compulsory purchase powers to acquire any necessary rights under paragraph 10(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 carrying out of protective works and any necessary works (not otherwise covered by paragraph 16) carried out by National Grid to monitor ground subsidence, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (e) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There is to be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or in default of agreement settled by arbitration in accordance with article 39 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) is to be reduced by the amount of that excess except where it is not possible in the circumstances to obtain the existing type, capacity, or dimensions of apparatus, or to place apparatus at the existing depth in which case full costs must 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 pipe or 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 National Grid 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 National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

### *Indemnity*

**15.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker or any person employed or authorised by the undertaker in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker must—

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

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid under its supervision does not (subject to sub-paragraph (3)), excuse the undertaker from liability under the provisions of sub-paragraph (1).

(3) 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 neglect or default of National Grid, its officers, servants, contractors or agents.

(4) National Grid must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without first consulting the undertaker and considering their representations.

### *Ground subsidence monitoring scheme in respect of National Grid's apparatus*

**16.**—(1) No works—

- (a) that are near to, or will or may affect (with reference to the guidance specified at paragraph 12(11)) any National Grid Gas Plc apparatus or alternative apparatus; or
- (b) within 100 metres of any National Grid Electricity Transmission Plc apparatus or alternative apparatus

are to commence until a scheme for monitoring ground subsidence (referred to in this paragraph as “the monitoring scheme”) within the Order limits (and beyond if necessary and where the undertaker has sufficient rights to undertake such monitoring or where such rights can be provided by National Grid) which is capable of interfering with or risking damage to any of National Grid's apparatus has been submitted to and approved in writing by National Grid, such approval not to be unreasonably withheld or delayed.

(2) The ground subsidence monitoring scheme described in sub-paragraph (1) must set out—

- (a) the apparatus which is to be subject to such monitoring;
- (b) the extent of land to be monitored;
- (c) the manner in which ground levels are to be monitored;
- (d) the timescales of any monitoring activities; and

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(e) the extent of ground subsidence which, if exceeded, requires the undertaker to submit for National Grid's approval a ground subsidence mitigation scheme in respect of such subsidence in accordance with sub-paragraph (4).

(3) The monitoring scheme required by sub-paragraphs (1) and (2) must be submitted within 56 days prior to the commencement of any works authorised by this Order or comprised within the authorised development. Any requirements of National Grid must be notified within 28 days of receipt of the monitoring scheme. Afterwards the monitoring scheme must be implemented as approved, unless otherwise agreed in writing with National Grid.

(4) As soon as reasonably practicable after any ground subsidence identified by the monitoring activities set out in the monitoring scheme has exceeded the level described in sub-paragraph (2)(e), a scheme setting out necessary mitigation measures (if any) for such ground subsidence (referred to in this paragraph as a "mitigation scheme") must be submitted to National Grid for written approval, such approval not to be unreasonably withheld or delayed; and any mitigation scheme must be implemented as approved, unless otherwise agreed in writing with National Grid except that National Grid retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and may recover any such costs in line with paragraph 14.

(5) If the monitoring scheme or mitigation scheme would conflict with any aspect of any ground subsidence monitoring scheme or ground subsidence mitigation scheme approved by the relevant planning authority under Schedule 2 (requirements) the undertaker may submit a revised monitoring scheme or mitigation scheme to National Grid for its approval, such approval not to be unreasonably withheld or delayed; and the revised monitoring scheme or mitigation scheme must be implemented as approved, unless otherwise agreed in writing with National Grid.

#### *Enactments and agreements*

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

#### *Co-operation*

**18.** Where in consequence of the proposed construction of any of the authorised development, the undertaker or National Grid requires the removal of apparatus under paragraph 10(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 12 or 13, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid must use its best endeavours to co-operate with the undertaker for that purpose.

#### *Access*

**19.** If in consequence of the agreement reached in accordance with paragraph 9 or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

#### *Arbitration*

**20.** Except for differences or disputes arising under paragraph 10(2), 10(4), 11(1), 12(1) to (3) and (5) to (11) and 13(1) to (3) and (5) to (11), any difference or dispute arising between the undertaker and National Grid under this Schedule must, unless otherwise agreed in writing between

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the undertaker and National Grid, be referred to and determined by arbitration in accordance with article 39 (arbitration).