

SCHEDULE 10

Protective provisions

PART 5

For the protection of Centrica

1. For the protection of Centrica the following provisions, unless otherwise agreed in writing between the undertaker and Centrica, have effect.

Commencement Information

I1 Sch. 10 Pt. 5 para. 1 in force at 15.9.2016, see [art. 1](#)

Interpretation

2. In this Part of this Schedule—

“apparatus” means Centrica’s pipelines, cables, structures or other electrical, gas or telecommunication infrastructure owned, occupied or maintained by Centrica for the purposes of its undertaking including the pipeline;

“Centrica” means Centrica Plc and all of its subsidiaries and group companies, including but not limited to Centrica Storage Limited, or any successor company performing the same functions; and

“pipeline” means the Centrica condensate pipeline 200NB.

Commencement Information

I2 Sch. 10 Pt. 5 para. 2 in force at 15.9.2016, see [art. 1](#)

Creation of rights and access for Centrica

3.—(1) Before extinguishing any existing rights for Centrica to keep, inspect, renew, maintain and decommission its apparatus on, over or in the Order land or to cross the Order land to access its apparatus, the undertaker at its expense, with the agreement of Centrica, must create a new right, which is consistent with the existing right being extinguished, to keep, inspect, renew, maintain and decommission the apparatus in the same location or a new right of access that it reasonably convenient for Centrica, such agreement not to be unreasonably withheld or delayed.

(2) The undertaker will not in the exercise of any powers conferred by this Order unreasonably interfere with Centrica’s access to inspect, renew, maintain or decommission the pipeline unless a suitable alternative access is provided at the undertaker’s expense prior to and for the duration of any such interference.

Commencement Information

I3 Sch. 10 Pt. 5 para. 3 in force at 15.9.2016, see [art. 1](#)

Apparatus

4.—(1) Save where paragraph 36 of this Part applies, no works are to commence within 10 metres of apparatus until a construction method statement to protect the apparatus has been prepared by the undertaker and submitted to and agreed with Centrica (such agreement not to be unreasonably withheld or delayed).

(2) The construction method statement must include provisions in respect of—

- (a) the location and methods of reinforcement of crossing points over the apparatus and restrictions on building and altering the ground level over the apparatus elsewhere.
- (b) a mechanism for the enforcement of the relevant undertaker’s use of designated crossing points over the apparatus and the agreed reinforcement methods; and
- (c) adoption of a prior notification and consent regime which would require the relevant undertaker to—
 - (i) obtain Centrica’s consent to the carrying out of the proposed development within the vicinity of the apparatus, such consent not to be unreasonably withheld; and
 - (ii) notify Centrica of its intention to carry out any development within the vicinity of the apparatus, such notification to be provided at least 7 days prior to any such development occurring; and

the authorised project must be carried out in accordance with the approved construction method statement.

(3) At all times when carrying out any works authorised under the Order the undertaker must comply with the undertaker’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”.

(4) Prior to any works authorised under the Order within 50 yards of the pipeline being carried out, a crossing agreement shall be entered into between the undertaker and Centrica governing the works to be undertaken, and any future works undertaken in the Notification Area (as defined in the crossing agreement) by the undertaker, in a form acceptable to and to be approved by Centrica.

Commencement Information

I4 Sch. 10 Pt. 5 para. 4 in force at 15.9.2016, see [art. 1](#)

Ground Subsidence Monitoring Scheme

5.—(1) Any authorised works within 100 metres of any apparatus or alternative apparatus capable of interfering with or risking damage to the apparatus or alternative apparatus must not commence until a scheme for monitoring ground subsidence (“referred to in this paragraph as the monitoring scheme”) has been submitted to and approved by Centrica, such approval not to be unreasonably withheld or delayed.

(2) The 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
- (e) the extent of ground subsidence which, if exceeded, will require the undertaker to submit for Centrica’s approval a ground subsidence mitigation scheme in respect of such subsidence in accordance with sub-paragraph (3).

(3) The monitoring scheme required by sub paragraphs (1) and (2) must be submitted at least 28 days prior to the commencement of any works authorised by this Order or comprised within the authorised project to which sub-paragraph (1) applies. Any requirements of Centrica will be notified within 10 days of receipt of the monitoring scheme. Thereafter the monitoring scheme must be implemented at the cost of the undertaker as approved, unless otherwise agreed in writing with Centrica.

(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 Centrica for approval, such approval not to be unreasonably withheld or delayed; and any mitigation scheme must be implemented at the cost of the undertaker as approved, unless otherwise agreed in writing with Centrica save that Centrica retains the right to carry out any further necessary protective works for the safeguarding of their apparatus.

(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 pursuant to Schedule 3 (requirements) the undertaker may submit a revised monitoring scheme or mitigation scheme to Centrica 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 Centrica.

Commencement Information

I5 Sch. 10 Pt. 5 para. 5 in force at 15.9.2016, see [art. 1](#)

Cathodic Protection Testing

6.—(1) Where in the reasonable opinion of Centrica—

- (a) the authorised project might interfere with the existing cathodic protection forming part of a pipeline; or
- (b) a pipeline might interfere with the proposed or existing cathodic protection forming part of the authorised project,

Centrica and the undertaker must co-operate in undertaking the tests which Centrica considers reasonably necessary for ascertaining the nature and extent of such interference and measures for providing or preserving cathodic protection. Such tests shall be at the cost of the undertaker.

(2) The undertaker shall at its cost implement any measures identified for providing or preserving cathodic protection as soon as reasonably practicable.

Commencement Information

I6 Sch. 10 Pt. 5 para. 6 in force at 15.9.2016, see [art. 1](#)

7.—(1) In the event that the undertaker uses an alternative cathodic protection design for the authorised works to that shown on the works plans, not less than 56 days before the commencement of any authorised works, the undertaker shall submit to Centrica plans detailing alterations to the cathodic protection design and setting out a pre- and post- construction monitoring scheme to assess any interactions with apparatus or alternative apparatus.

(2) The undertaker must not commence any works to which sub-paragraph (1) applies until Centrica has given written approval of the plans and monitoring scheme submitted.

- (3) Any approval of Centrica required under sub-paragraph (2)—
- (a) may be given subject to reasonable conditions for the protection of apparatus; and
 - (b) must not be unreasonably withheld.
- (4) The undertaker must implement the works and the monitoring scheme as approved under sub-paragraph (1) in the construction and maintenance of the authorised works.

Commencement Information

I7 Sch. 10 Pt. 5 para. 7 in force at 15.9.2016, see [art. 1](#)

Commencement Information

I6 Sch. 10 Pt. 5 para. 6 in force at 15.9.2016, see [art. 1](#)

I7 Sch. 10 Pt. 5 para. 7 in force at 15.9.2016, see [art. 1](#)

Removal of apparatus

8.—(1) If the undertaker acquires or overrides any interest in the land in which apparatus is laid, the apparatus shall not be removed under this Part of this Schedule and any right of Centrica to keep, inspect, renew or maintain the apparatus in that land shall not be extinguished until alternative apparatus has been constructed at the undertaker's expense, and is in operation to the reasonable satisfaction of Centrica 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 required the removal of apparatus in that land, it shall give Centrica 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 powers conferred by this Order Centrica reasonably needs to remove any apparatus) the relevant undertaker shall, subject to sub-paragraph (3), afford to Centrica to their satisfaction, (taking into account paragraph 37(1) below) the necessary facilities and rights for—

- (a) the construction of an alternative apparatus in other land of the undertaker or Centrica; and
- (b) subsequently for the operation or maintenance of that alternative apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker or Centrica, 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, Centrica shall, on receipt of written notice to that effect from the undertaker and at the undertakers cost, 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 save that this obligation shall not extend to the requirement for Centrica to seek compulsory purchase powers to this end unless it elects to do so.

(4) Any alternative apparatus to be constructed in land of the relevant undertaker or Centrica under this Part of this Schedule must be constructed in such a manner and in such line or situation as may be agreed between Centrica and the undertaker.

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

Commencement Information

I8 Sch. 10 Pt. 5 para. 8 in force at 15.9.2016, see [art. 1](#)

Facilities and rights for alternative apparatus

9.—(1) Where in accordance with the provisions of this Part of this Schedule, the undertaker affords to Centrica facilities and rights for the construction, operation and maintenance in land of the undertaker of alternative apparatus in substitution for the apparatus to be removed, those facilities and rights shall be granted upon such terms and conditions as may be agreed between the undertaker and Centrica and shall be no less favourable on the whole than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by Centrica.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Centrica under (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 Centrica than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the matter must be referred to arbitration and, the arbitrator must make such provision for the payment of compensation by the relevant undertaker to Centrica as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Commencement Information

I9 Sch. 10 Pt. 5 para. 9 in force at 15.9.2016, see [art. 1](#)

Costs

10. If for any reason or in consequence of the construction, operation or maintenance of the authorised project, any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Centrica, the undertaker must bear and pay the cost reasonably incurred by Centrica in making good any damage by reason or in consequence of such damage.

Commencement Information

I10 Sch. 10 Pt. 5 para. 10 in force at 15.9.2016, see [art. 1](#)

Requirement for agreement

11. 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 acquire any apparatus or override any easement or other interest of Centrica or acquire any land or other interest of Centrica or create any new rights over the same otherwise than by agreement of Centrica, which agreement must not be unreasonably withheld.

Commencement Information

I11 Sch. 10 Pt. 5 para. 11 in force at 15.9.2016, see [art. 1](#)

Changes to legislation: There are currently no known outstanding effects for the The River Humber Gas Pipeline Replacement Order 2016, PART 5. (See end of Document for details)

Disputes

12. Any dispute arising between the undertaker and Centrica under this Part of this Schedule must be determined by arbitration as provided in article 46 (arbitration) unless otherwise agreed in writing between the undertaker and Centrica.

Commencement Information

I12 Sch. 10 Pt. 5 para. 12 in force at 15.9.2016, see [art. 1](#)

Changes to legislation:

There are currently no known outstanding effects for the The River Humber Gas Pipeline Replacement Order 2016, PART 5.