

SCHEDULES

SCHEDULE 1 **E+W**

Article 2

AUTHORISED DEVELOPMENT

Commencement Information

II Sch. 1 in force at 25.10.2019, see [art. 1](#)

E+W

In the County of North Yorkshire and the District of Selby a nationally significant infrastructure project as defined in sections 14(1)(a) and 15 of the 2008 Act and associated development under section 115(1)(b) of the 2008 Act all as set out in this Schedule.

E+W

The nationally significant infrastructure project comprises up to four generating stations with a combined gross electrical output capacity of up to 3,800 megawatts comprising all or any of the work numbers in this Schedule or any part of any work number in this Schedule—

E+W

Work No. 1 – an electricity generating station (Unit X) fuelled by natural gas and with a gross electrical output capacity of up to 1,800 megawatts including—

- (a) **Work No. 1A** – a gas generating unit comprising—
 - (i) up to two gas turbines able to operate in both combined cycle and open cycle modes;
 - (ii) one turbine hall building for the gas turbines within this Work;
 - (iii) up to two heat recovery steam generators;
 - (iv) up to two heat recovery steam generator buildings and up to two exhaust gas emission flue stacks for the heat recovery steam generators within this Work;
 - (v) up to two bypass stacks;
 - (vi) transformers;
 - (vii) gas turbine air inlet filter house;
 - (viii) power control centre;
 - (ix) feed water pump house building;
 - (x) water supply and pipelines;
 - (xi) water storage tanks and pipelines;
 - (xii) emergency diesel generator and diesel fuel tank for safe shut-down of the plant;
 - (xiii) switch gear and ancillary equipment;
 - (xiv) up to two turbine outage store buildings;

- (xv) 400 kilovolt electrical underground cables and telemetry and electrical protection auxiliary cabling connecting to Work No. 4A; and
- (xvi) a new main fuel gas station comprising up to two individual fuel gas stations comprising for each—
 - (aa) a gas receiving area;
 - (bb) gas treatment and control facilities including filters, preheating and liquid collection tanks; and
 - (cc) other auxiliary control cabinets.
- (b) **Work No. 1B**
 - (i) a new main pipe rack carrying main steam and condensate, and auxiliary cabling and pipework between the heat recovery steam generators and the existing steam turbine;
 - (ii) piling for foundations to accommodate the pipe rack including in connection with the pipe rack comprising part of Work No. 2B; and
 - (iii) modifications to the existing steam turbine, generating plant and turbine hall building.
- (c) **Work No. 1C** – a new underground gas pipeline across New Road connecting Work No. 1A to Work No. 5.
- (d) **Work No. 1D** – in connection with and in addition to Work Nos. 1A, 1B and 1C—
 - (i) works connecting Work Nos. 1A, 1B and 1C to existing equipment and utilities;
 - (ii) ground raising and ground preparation works;
 - (iii) site lighting infrastructure, including perimeter lighting columns;
 - (iv) internal roadways, car parking, pedestrian network, cycle parking and hardstanding;
 - (v) site drainage and waste management infrastructure, including relocation of existing infrastructure as required;
 - (vi) electricity (including a 132 kilovolt electricity cable across New Road connecting Work No. 1A to Work No.5), water, wastewater and telecommunications and other services; and
 - (vii) hard and soft landscaping including tree planting, ecological mitigation, temporary and permanent fencing and other boundary treatments.

E+W

Work No. 2 – an electricity generating station (Unit Y) fuelled by natural gas and with a gross electrical output capacity of up to 1,800 megawatts including—

- (a) **Work No. 2A** – a gas generating unit comprising—
 - (i) up to two gas turbines able to operate in both combined cycle and open cycle modes;
 - (ii) one turbine hall building for the gas turbines within this Work;
 - (iii) up to two heat recovery steam generators;
 - (iv) up to two heat recovery steam generator buildings and up to two exhaust gas emission flue stacks for the heat recovery steam generators within this Work;
 - (v) up to two bypass stacks;
 - (vi) transformers;
 - (vii) gas turbine air inlet filter house;
 - (viii) power control centre;

- (ix) feed water pump house building;
 - (x) water supply and pipelines;
 - (xi) water storage tanks and pipelines;
 - (xii) emergency diesel generator and diesel fuel tank for safe shut-down of the plant;
 - (xiii) switch gear and ancillary equipment;
 - (xiv) 400 kilovolt electrical underground cables and telemetry and electrical protection auxiliary cabling connecting to Work No. 4B; and
 - (xv) a new main fuel gas station comprising up to two individual fuel gas stations comprising for each—
 - (aa) a gas receiving area;
 - (bb) gas treatment and control facilities including filters, preheating and liquid collection tanks; and
 - (cc) other auxiliary control cabinets.
- (b) **Work No. 2B**
- (i) a new main pipe rack and extension to the pipe rack in Work No. 1B carrying main steam and condensate, and auxiliary cabling and pipework, between the heat recovery steam generators and the existing steam turbine; and
 - (ii) modifications to the existing steam turbine, generating plant and turbine hall building.
- (c) **Work No. 2C** – a new underground gas pipeline across New Road connecting Work No. 2A to Work No. 5 or infrastructure to connect the underground gas pipeline constructed in Work No. 1C to Work No. 2A and Work No. 5.
- (d) **Work No. 2D** – in connection with and in addition to Work Nos. 2A, 2B and 2C—
- (i) works connecting Work Nos. 2A, 2B and 2C to existing equipment and utilities;
 - (ii) ground raising and ground preparation works;
 - (iii) site lighting infrastructure, including perimeter lighting columns;
 - (iv) internal roadways, car parking, pedestrian network, cycle parking and hardstanding;
 - (v) site drainage and waste management infrastructure, including relocation of existing infrastructure as required;
 - (vi) electricity, water, wastewater and telecommunications and other services; and
 - (vii) hard and soft landscaping including tree planting, ecological mitigation, temporary and permanent fencing and other boundary treatments.

E+W

Work No. 3 – up to two battery storage facilities including—

- (a) **Work No. 3A** – one battery storage facility (in connection with Unit X) comprising—
- (i) battery energy storage cells with converters;
 - (ii) a structure protecting the battery energy storage cells;
 - (iii) transformers;
 - (iv) switch gear and ancillary equipment;
 - (v) electrical underground cable connecting to Work No. 1A;
 - (vi) ground raising and ground preparation works;

- (vii) a flood mitigation channel;
 - (viii) site lighting infrastructure, including lighting columns; and
 - (ix) hard and soft landscaping including tree planting, ecological mitigation, temporary and permanent fencing and other boundary treatments.
- (b) **Work No. 3B** – one battery storage facility (in connection with Unit Y) comprising—
- (i) battery energy storage cells with converters;
 - (ii) a structure protecting the battery energy storage cells or infrastructure to include the battery energy storage cells in the structures within Work No.3A(ii);
 - (iii) transformers;
 - (iv) switch gear and ancillary equipment; and
 - (v) electrical underground cable connecting to Work No. 2A.

E+W

Work No. 4 – new gas insulated switchgear banking buildings including—

- (a) **Work No. 4A** (in connection with Unit X)—
- (i) a building containing gas insulated switchgear and other associated switch gear and ancillary equipment;
 - (ii) a building containing control equipment;
 - (iii) up to three sets of cable sealing ends; and
 - (iv) ground raising and ground preparation works.
- (b) **Work No. 4B** (in connection with Unit Y)—
- (i) a building or an extension to the building in Work No. 4A containing gas insulated switchgear and other switch gear and ancillary equipment;
 - (ii) up to three sets of cable sealing ends; and
 - (iii) ground raising and ground preparation works.

E+W

Work No. 5 – a natural gas receiving facility compound including—

- (a) pipeline inspection gauge (PIG) trap receiving equipment;
- (b) isolation valves, inline valves, metering, heat exchangers, filtering, pressure regulation equipment, pipework;
- (c) electricity supply kiosks and associated cabling;
- (d) emergency generator;
- (e) electrical pre-heaters and electrical compressors housed in a building;
- (f) up to two boiler houses with a total installed thermal input capacity [^{F1}to the heat exchangers] of 7.2 megawatts and each [^{F1}boiler house] with up to two stacks;
- (g) control and instrumentation kiosks and associated wiring;
- (h) creation of a permanent access from New Road including permanent road surface and kerb stones, signing and road markings works, drainage, car parking, fencing and other incidental works;
- (i) security infrastructure, including cameras, lighting (including perimeter lighting columns), stock proof fencing and perimeter fencing;

- (j) a new underground gas pipeline;
- (k) external cooling system;
- (l) ground raising and ground preparation works; and
- (m) hard and soft landscaping including tree planting, ecological mitigation, temporary and permanent fencing and other boundary treatments.

Textual Amendments

F1 Words in [Sch. 1](#) inserted (19.8.2020) by [The Drax Power \(Generating Stations\) \(Correction\) Order 2020 \(S.I. 2020/879\)](#), [art. 1\(2\)](#), [Sch.](#)

Textual Amendments

F1 Words in [Sch. 1](#) inserted (19.8.2020) by [The Drax Power \(Generating Stations\) \(Correction\) Order 2020 \(S.I. 2020/879\)](#), [art. 1\(2\)](#), [Sch.](#)

E+W

Work No. 6 – above ground gas installation including—

(a) **Work No. 6A**—

- (i) above ground installation (also referred to as a minimum offtake connection compound) containing a minimum offtake connection comprising remotely operable valves, control and instrumentation kiosks, pipework and electrical supply kiosks;
- (ii) security infrastructure, including cameras, lighting (including perimeter lighting columns), stock proof fencing and perimeter fencing;
- (iii) ground raising and ground preparation works;
- (iv) site drainage including new outfall to Dickon Field Drain, new culvert and waste management infrastructure;
- (v) electricity and telecommunications connections and other services;
- (vi) underground gas pipeline connecting to Work No. 6B;
- (vii) creation of a permanent access from Rusholme Lane including permanent road surface and kerb stones, signing and road markings works, car parking, drainage, fencing and other incidental works;
- (viii) creation of a permanent access from the access in Work No.6A (vii) into the field to the south of Dickon Field Drain including permanent road surface and kerb stones, signing and road markings works, drainage, fencing and other incidental works;
- (ix) creation of a culvert on Dickon Field Drain; and
- (x) hard and soft landscaping including tree planting, ecological mitigation, temporary and permanent fencing and other boundary treatments.

(b) **Work No. 6B**—

- (i) above ground installation containing a pipeline inspection gauge (PIG) facility, comprising a PIG launching facility, emergency control valves, isolation valves, control and instrumentation kiosks, pipework and electricity supply kiosks;
- (ii) security infrastructure, including cameras, lighting (including perimeter lighting columns), car parking, stock proof fencing and perimeter fencing;

- (iii) ground raising and ground preparation works;
 - (iv) site drainage and waste management infrastructure;
 - (v) electricity and telecommunications connections and other services;
 - (vi) below ground sacrificial anode pit; and
 - (vii) hard and soft landscaping including tree planting, ecological mitigation, temporary and permanent fencing and other boundary treatments.
- (c) **Work No. 6C** – (in connection with Work No. 6A) temporary construction laydown area.
- (d) **Work No. 6D** – (in connection with Work No. 6B) temporary construction laydown area and creation of up to two construction access routes from Rusholme Lane.

E+W

Work No. 7 – a gas pipeline including—

- (a) **Work No. 7A**—
- (i) an underground gas pipeline connection and telemetry cabling, 3km in length and up to 600 millimetres nominal diameter, connecting Work No. 5 to Work No. 6B;
 - (ii) pipeline field marker posts and cathodic protection test/transformer rectifier units;
 - (iii) below ground drainage works;
 - (iv) works required in order to protect existing utilities infrastructure;
 - (v) tree and hedge removal; and
 - (vi) hard and soft landscaping including tree planting, ecological mitigation, temporary and permanent fencing and other boundary treatments.
- (b) **Work No. 7B** – temporary construction laydown area for gas pipeline.

E+W

Work No. 8 – electrical connections including—

- (a) **Work No. 8A** (in connection with Unit X) – up to 400 kilovolt underground electrical connection between Work No. 4A and the existing 400 kilovolt National Grid substation busbars—
- (i) electrical underground cables and telemetry and electrical protection auxiliary cabling;
 - (ii) one set of cable sealing ends;
 - (iii) insulated switchgear and overhead busbars;
 - (iv) trenching works;
 - (v) site drainage;
 - (vi) security and site lighting infrastructure, including cameras, perimeter fencing and lighting columns; and
 - (vii) hard and soft landscaping including ecological mitigation.
- (b) **Work No. 8B** (in connection with Unit Y) – up to 400 kilovolt underground electrical connection between Work No. 4B and the existing 400 kilovolt National Grid substation busbars of either—
- (i) electrical underground cables and telemetry and electrical protection auxiliary cabling;

- (ii) one set of cable sealing ends;
 - (iii) insulated switchgear and overhead busbars;
 - (iv) trenching works;
 - (v) site drainage;
 - (vi) security and site lighting infrastructure, including cameras, perimeter fencing and lighting columns; and
 - (vii) hard and soft landscaping including ecological mitigation;
- Or—
- (viii) electrical underground cables and telemetry and electrical protection auxiliary cabling;
 - (ix) a 400 kilovolt cable sealing end compound—
 - (aa) one set of cable sealing ends;
 - (bb) air insulated switchgear and overhead busbars; and
 - (cc) overhead conductor gantry, overhead conductors and other plant and structures required to manage the transmission of electricity;
 - (x) trenching works;
 - (xi) site drainage;
 - (xii) security and site lighting infrastructure, including cameras, perimeter fencing and lighting columns; and
 - (xiii) hard and soft landscaping including ecological mitigation.

E+W

Work No. 9 – temporary construction laydown areas including—

- (a) **Work No. 9A** – temporary construction laydown area comprising—
 - (i) areas of hardstanding;
 - (ii) car parking;
 - (iii) pedestrian bridge including ducts for the carrying of electricity and other utility services;
 - (iv) site and welfare offices and workshops;
 - (v) security infrastructure, including cameras, perimeter fencing and lighting;
 - (vi) site drainage and waste management infrastructure (including sewerage); and
 - (vii) electricity, water, waste water and telecommunications connections.
- (b) **Work No. 9B** – a temporary construction laydown area comprising—
 - (i) areas of hardstanding;
 - (ii) security infrastructure, including cameras, perimeter fencing and lighting;
 - (iii) up to two means of access;
 - (iv) site drainage and waste management infrastructure (including sewerage);
 - (v) car parking; and
 - (vi) electricity, water, waste water and telecommunications connections.

E+W

Work No. 10 – carbon capture readiness comprising—

- (a) **Work No. 10A** – carbon capture readiness reserve space;
- (b) **Work No. 10B** – diversions for public rights of way 35.47/1/1 and 35.47/6/1; and
- (c) **Work No. 10C** – hard and soft landscaping including tree planting, ecological mitigation, temporary and permanent fencing and other boundary treatments.

E+W

Work No. 11 – retained and enhanced landscaping including—

- (a) soft landscaping including planting;
- (b) landscape and biodiversity enhancement measures; and
- (c) security fencing, gates, boundary treatment and other means of enclosure.

E+W

Work No. 12 – decommissioning and demolition of sludge lagoons and construction of replacement sludge lagoons including—

- (a) **Work No. 12A** (in connection with Unit X)—
 - (i) decommissioning and demolition of one existing sludge lagoon; and
 - (ii) reinstatement of one existing out of service sludge lagoon comprising—
 - (aa) bund walls;
 - (bb) underground pipework, valves and sluices; and
 - (cc) access roads.
- (b) **Work No. 12B** (in connection with Unit Y)—
 - (i) decommissioning and demolition of 2 existing sludge lagoons; and
 - (ii) construction of up to two new sludge lagoons comprising—
 - (aa) bund walls;
 - (bb) underground pipework, valves and sluices; and
 - (cc) access roads.

E+W

Work No. 13 – removal of existing 132 kilovolt overhead line and removal of two 132 kilovolt pylons and foundations.

E+W

Work No. 14 – construction of temporary passing place on Rusholme Lane.

E+W

In connection with and in addition to Work Nos. 1 to 14, further associated development including—

- (a) surface water drainage systems, storm water attenuation systems including storage basins, oil water separators, including channelling and culverting and works to existing drainage systems;

- (b) electrical, gas, water, foul water drainage and telecommunications infrastructure connections and works to, and works to alter the position of, such services and utilities connections;
- (c) hard standing and hard landscaping;
- (d) biodiversity measures;
- (e) closed circuit television cameras and columns and other security measures;
- (f) site establishments and preparation works including site clearance (including vegetation removal, demolition of existing buildings and structures); earthworks (including soil stripping and storage and site levelling) and excavations; the alteration of the position of services and utilities; and works for the protection of buildings and land;
- (g) temporary construction laydown areas and contractor facilities, including materials and plant storage and laydown areas; generators; concrete batching facilities; vehicle and cycle parking facilities; pedestrian and cycle routes and facilities; offices and staff welfare facilities; security fencing and gates; external lighting; roadways and haul routes; wheel wash facilities; and signage;
- (h) vehicle parking and cycle storage facilities;
- (i) accesses, roads and pedestrian and cycle routes;
- (j) tunnelling, boring and drilling works,

and further associated development comprising such other works or operations as may be necessary or expedient for the purposes of or in connection with the construction, operation and maintenance of the authorised development but only within the Order limits and insofar as they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

SCHEDULE 2 **E+W**

Article 2

REQUIREMENTS

Interpretation **E+W**

1. In this Schedule—

“construction laydown area” means the land on which numbered work 9 is authorised to be carried out as shown on the works plans;

“pipeline area” means the land on which numbered works 5, 6 and 7 are authorised to be carried out as shown on the works plans;

“power station area” means the land on which numbered works 1, 2, 3, 4, 8, 12 and 13 are authorised to be carried out as shown on the works plans;

“shut down period” means a period after physical construction works have finished for the day during which activities including changing out of work gear, the departure of workers, post-works briefings and closing and securing the site take place; and

“start up period” means a period prior to physical construction works starting for the day during which activities including the opening up of the site, the arrival of workers, changing into work wear and pre-work briefings take place.

Commencement Information

I2 Sch. 2 para. 1 in force at 25.10.2019, see [art. 1](#)

Commencement of the authorised development **E+W**

2. The authorised development must not be commenced after the expiration of five years from the date this Order comes into force.

Commencement Information

I3 Sch. 2 para. 2 in force at 25.10.2019, see [art. 1](#)

Phasing of the authorised development **E+W**

3.—(1) No part of the authorised development may commence until a written scheme setting out the phasing of construction of numbered works 1, 2 and 3 has been submitted to and approved by the relevant planning authority.

(2) The scheme submitted and approved pursuant to sub-paragraph (1) must be substantially in accordance with the phasing as detailed in chapter 3 (site and project description) of the environmental statement and must include details of timescales for the reinstatement or restoration of the temporary construction laydown areas comprised in numbered works 6C, 6D, 7B and 9, in line with the outline landscape and biodiversity strategy.

(3) The scheme submitted and approved pursuant to sub-paragraph (1) must be implemented as approved.

Commencement Information

I4 Sch. 2 para. 3 in force at 25.10.2019, see [art. 1](#)

Notice of start of commissioning and notice of date of full commissioning **E+W**

4.—(1) Notice of the intended start of commissioning of each of numbered works 1A and 2A must be given to the relevant planning authority prior to such start and in any event within seven days from the date that commissioning is started.

(2) Within seven days of the completion of the commissioning of numbered work 1A, the undertaker must provide the relevant planning authority with notice of the date upon which such commissioning was duly completed.

(3) Within seven days of the completion of the commissioning of numbered work 2A, the undertaker must provide the relevant planning authority with notice of the date upon which such commissioning was duly completed.

Commencement Information

I5 Sch. 2 para. 4 in force at 25.10.2019, see [art. 1](#)

Requirement for written approval **E+W**

5. Where under any of the Requirements the approval or agreement of the relevant planning authority or another person is required, that approval or agreement must be provided in writing.

Commencement Information

I6 Sch. 2 para. 5 in force at 25.10.2019, see [art. 1](#)

Approved details and amendments to them **E+W**

6.—(1) With respect to any plans, details or schemes which have been approved by the relevant planning authority pursuant to any Requirement, the undertaker may submit to the relevant planning authority for approval any amendments to those plans, details or schemes and, if approved by the relevant planning authority, those plans, details or schemes are to be taken to include the amendments approved by the relevant planning authority pursuant to this paragraph.

(2) Approval under sub-paragraph (1) for the amendments to plans, details or schemes must not be 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.

Commencement Information

I7 Sch. 2 para. 6 in force at 25.10.2019, see [art. 1](#)

Detailed design approval **E+W**

7.—(1) In relation to any part of the authorised development comprised in numbered work 1, no development of that part may commence until details of the following for that part have been submitted to and, in respect of the matters referred to in paragraph (d) after consultation with the highway authority, approved by the relevant planning authority—

- (a) the siting, layout, scale and external appearance, including colour, materials and surface finishes of all new permanent buildings and structures;
- (b) finished floor levels;
- (c) hard standings; and
- (d) the internal vehicular access and circulation roads, vehicle parking, cycle parking and routes, and pedestrian facilities and routes.

(2) In relation to any part of the authorised development comprised in numbered work 2, no development of that part may commence until details of the following for that part have been submitted to and, in respect of the matters referred to in paragraph (d) after consultation with the highway authority, approved by the relevant planning authority—

- (a) the siting, layout, scale and external appearance, including colour, materials and surface finishes of all new permanent buildings and structures;
- (b) finished floor levels;
- (c) hard standings; and
- (d) the internal vehicular access and circulation roads, vehicle parking, cycle parking and routes, and pedestrian facilities and routes.

(3) In relation to any part of the authorised development comprised in numbered work 3A, no development of that part may commence until details of the following for that part have been submitted to and approved by the relevant planning authority—

- (a) the siting, layout, scale and external appearance, including colour, materials and surface finishes of all new permanent buildings and structures including any cladding or shield to enclose or protect the battery energy storage cells;
- (b) finished floor levels;
- (c) flood mitigation channel;
- (d) hard standings; and
- (e) the internal vehicular access and circulation roads.

(4) In relation to any part of the authorised development comprised in numbered work 3B, no development of that part may commence until details of the following for that part have been submitted to and approved by the relevant planning authority—

- (a) the siting, layout, scale and external appearance, including colour, materials and surface finishes of all new permanent buildings and structures including any cladding or shield to enclose or protect the battery energy storage cells;
- (b) finished floor levels;
- (c) hard standings; and
- (d) the internal vehicular access and circulation roads.

(5) In relation to any part of the authorised development comprised in numbered work 4A, no development of that part may commence until details of the following for that part have been submitted to and, in respect of the matters referred to in paragraph (e) after consultation with the highway authority, approved by the relevant planning authority—

- (a) the siting, layout, scale and external appearance, including colour, materials and surface finishes of all new permanent buildings and structures;
- (b) finished floor levels;
- (c) hard standings;
- (d) security infrastructure; and
- (e) the internal vehicular access, circulation roads and vehicle parking.

(6) In relation to any part of the authorised development comprised in numbered work 4B, no development of that part may commence until details of the following for that part have been submitted to and, in respect of the matters referred to in paragraph (e) after consultation with the highway authority, approved by the relevant planning authority—

- (a) the siting, layout, scale and external appearance, including colour, materials and surface finishes of all new permanent buildings and structures;
- (b) finished floor levels;
- (c) hard standings;
- (d) security infrastructure; and
- (e) the internal vehicular access, circulation roads and vehicle parking.

(7) In relation to any part of the authorised development comprised in numbered work 5, no development of that part may commence until details of the following for that part have been submitted to and, in respect of the matters referred to in paragraph (e) after consultation with the highway authority, approved by the relevant planning authority—

- (a) the siting, layout, scale and external appearance, including colour, materials and surface finishes of all new permanent buildings and structures;

- (b) finished floor levels;
- (c) hard standings;
- (d) security infrastructure; and
- (e) the internal vehicular access, circulation roads and vehicle parking.

(8) In relation to any part of the authorised development comprised in numbered work 6, no development of that part may commence until details of the following for that part have been submitted to and, in respect of the matters referred to in paragraph (f) after consultation with the highway authority, approved by the relevant planning authority—

- (a) the siting, layout, scale and external appearance, including colour, materials and surface finishes of all new permanent buildings and structures;
- (b) finished floor levels;
- (c) hard standings;
- (d) the size of the culvert in numbered work 6A(ix);
- (e) security infrastructure; and
- (f) the internal vehicular access, circulation roads and vehicle parking.

(9) In relation to the pedestrian bridge in numbered work 9A, no development of any part of the pedestrian bridge may commence until the undertaker has submitted to the highway authority for approval detailed design and safety drawings of the pedestrian bridge.

(10) The authorised development must be carried out in accordance with the design parameters.

(11) Numbered works 1, 2, 3, 4, 5, 6 and 9A must be carried out in accordance with the approved details under this Requirement.

Commencement Information

18 Sch. 2 para. 7 in force at 25.10.2019, see [art. 1](#)

Provision of landscape and biodiversity mitigation **E+W**

8.—(1) No part of the numbered works comprising stage 1 may be commenced until a written strategy for that work which is substantially in accordance with the outline landscape and biodiversity strategy and chapter 9 (biodiversity) of the environmental statement (as each is relevant for that numbered work) has been submitted to and, after consultation with North Yorkshire County Council, approved by the relevant planning authority.

(2) No part of the numbered works comprising stage 2 may be commenced until, for those numbered works, a written strategy which is substantially in accordance with the outline landscape and biodiversity strategy and chapter 9 (biodiversity) of the environmental statement (as each is relevant for that numbered work) has been submitted to and, after consultation with North Yorkshire County Council, approved by the relevant planning authority.

(3) The strategies submitted and approved pursuant to sub-paragraphs (1) and (2) (as applicable) must include details of all proposed hard and soft landscaping works and ecological mitigation measures (as applicable for the relevant numbered work) and, where applicable,—

- (a) the location, number, species, size and planting density of any proposed planting including details of any proposed tree planting and the proposed times of such planting;
- (b) cultivation, importing of materials and other operations to ensure plant establishment;
- (c) hard surfacing materials;
- (d) an implementation timetable;

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

- (e) annual landscaping and biodiversity management and maintenance;
 - (f) the ecological surveys (if any) required to be carried out prior to commencement of a numbered work, or following completion of a numbered work in order to monitor the effect of the ecological mitigation measures; and
 - (g) an explanation of how the design of the numbered works comprised in the stage, which is the subject of the strategy, has sought to maximise the biodiversity net gain of the authorised development as far as practicable.
- (4) Any shrub or tree planted as part of the approved strategy that, within a period of five 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 seasons with a specimen of the same species and size as that originally planted.
- (5) The strategies must be implemented and maintained in accordance with the implementation timetable in the strategy submitted and approved pursuant to sub-paragraphs (1) and (2).

Commencement Information

I9 Sch. 2 para. 8 in force at 25.10.2019, see [art. 1](#)

Public rights of way diversions **E+W**

9.—(1) Numbered work 7 may not commence until, for that numbered work, a public rights of way management plan for any sections of public rights of way shown to be temporarily closed on the access and rights of way plans for that numbered work which is substantially in accordance with the outline public rights of way management plan has been submitted to and, after consultation with the highway authority, approved by the relevant planning authority.

(2) The plan submitted and approved pursuant to sub-paragraph (1) must be implemented as approved.

(3) No public right of way specified in columns (2) and (3) of the table in Schedule 7 (public rights of way to be permanently stopped up) is to be wholly or partly stopped up under article 13 (permanent stopping up of public rights of way) until details of the materials for the form and lay out of the surface of the new public right of way to be substituted for it, which is specified in column (4) of the table in Schedule 7, have been submitted to and, after consultation with the highway authority, approved by the relevant planning authority.

(4) The details submitted and approved pursuant to sub-paragraph (3) must be implemented as approved.

Commencement Information

I10 Sch. 2 para. 9 in force at 25.10.2019, see [art. 1](#)

External lighting during construction and operation **E+W**

10.—(1) No part of the numbered works comprising stage 1 may commence until a written scheme for the temporary external lighting to be installed for the purposes of construction for that work has been submitted to and approved by the relevant planning authority.

(2) No part of the numbered works comprising stage 2 may commence until a written scheme for the temporary external lighting to be installed for the purposes of construction for that numbered work has been submitted to and approved by the relevant planning authority.

(3) The schemes submitted and approved pursuant to sub-paragraphs (1) and (2) of this Requirement must be substantially in accordance with the principles set out in chapter 9 (biodiversity) and chapter 10 (landscape and visual amenity) of the environmental statement and the objectives set out in the outline construction environmental management plan and must include details of the temporary external lighting to be installed for the purposes of the construction of the relevant numbered work.

(4) Prior to the date of Work No. 1A full commissioning a written scheme for the permanent external lighting to be installed for the purposes of operation for the numbered works comprising stage 1 must be submitted to and approved by the relevant planning authority.

(5) Prior to the date of Work No. 2A full commissioning a written scheme for the permanent external lighting to be installed for the purposes of operation for the numbered works comprising stage 2 must be submitted to and approved by the relevant planning authority.

(6) The schemes submitted and approved pursuant to sub-paragraphs (4) and (5) of this Requirement must be substantially in accordance with the principles set out in chapter 9 (biodiversity) and chapter 10 (landscape and visual amenity) of the environmental statement and must include details of the permanent external lighting to be installed for the purposes of the operation of the relevant numbered work.

(7) The schemes must be implemented as approved.

Commencement Information

I11 Sch. 2 para. 10 in force at 25.10.2019, see [art. 1](#)

Highway accesses and passing place during construction **E+W**

11.—(1) None of the numbered works 5, 6, 7, 9B or 14 may commence until details of the siting, design and layout (including visibility splays and construction specification) of any new or modified permanent or temporary means of access and passing place between any part of the Order limits and the public highway to be used by vehicular traffic during construction, and the means of reinstating any temporary means of access and passing place after construction (where reinstatement is to take place) has, for that numbered work, been submitted to and, after consultation with the highway authority, approved by the relevant planning authority.

(2) The highway accesses and passing place approved pursuant to sub-paragraph (1) must be constructed in accordance with the approved details prior to the start of construction of the relevant numbered work (other than the accesses and passing place), and where temporary, reinstated prior to—

- (a) in respect of numbered works 5, 6, 7 and 14, the date that is no later than 12 months after the date of Work No. 1A full commissioning; and
- (b) in respect of numbered work 9B, the date that is no later than 12 months after the date of Work No. 2A full commissioning.

Commencement Information

I12 Sch. 2 para. 11 in force at 25.10.2019, see [art. 1](#)

Means of enclosure **E+W**

12.—(1) Each of numbered works 5, 6A, 6B, 7, 8B (in relation to the 400 kilovolt cable sealing end compound) and 9 of the authorised development may not commence until details of a programme

for the removal of all temporary means of enclosure for any construction areas or sites have, for that numbered work, been submitted to and approved by the relevant planning authority.

(2) Any construction areas or sites must remain securely fenced at all times during construction and commissioning of the authorised development in accordance with the details approved pursuant to sub-paragraph (1).

(3) Prior to the date of Work No. 1A full commissioning—

- (a) details of any proposed permanent means of enclosure for each of numbered works 5, 6A and 6B must be submitted to and approved by the relevant planning authority; and
- (b) the approved permanent means of enclosure must be completed.

(4) Prior to the date of Work No. 2A full commissioning—

- (a) details of any proposed permanent means of enclosure for numbered work 8B (in relation to the 400 kilovolt cable sealing end compound) must be submitted to and approved by the relevant planning authority; and
- (b) the approved permanent means of enclosure must be completed.

Commencement Information

I13 Sch. 2 para. 12 in force at 25.10.2019, see [art. 1](#)

Surface water drainage **E+W**

13.—(1) None of the numbered works 1, 2, 3A, 5 or 6 may commence until a surface water drainage scheme for that numbered work has been submitted to, and after consultation with the Environment Agency, lead local flood authority and relevant internal drainage board, approved by the relevant planning authority.

(2) Any surface water drainage scheme submitted and approved pursuant to sub-paragraph (1) must be substantially in accordance with the principles set out in the outline surface water drainage strategy.

(3) Any scheme approved pursuant to sub-paragraph (1) must be implemented as approved and maintained throughout the construction and operation of numbered works 1, 2, 3A, 5 and 6.

Commencement Information

I14 Sch. 2 para. 13 in force at 25.10.2019, see [art. 1](#)

Flood risk mitigation **E+W**

14.—(1) The authorised development must be carried out in accordance with the flood risk assessment.

(2) In relation to any part of the authorised development comprised in numbered work 3A, no development of that part may commence until the flood mitigation channel comprised in that numbered work has been completed.

Commencement Information

I15 Sch. 2 para. 14 in force at 25.10.2019, see [art. 1](#)

Ground conditions **E+W**

15.—(1) No part of the numbered works comprising stage 1 may commence (including permitted preliminary works comprising demolition of existing structures, environmental surveys, geotechnical surveys and other investigations for the purpose of assessing ground conditions only) until a written strategy in relation to the identification and remediation of any risks associated with the contamination of the Order limits associated with that numbered work has been submitted to and approved by the relevant planning authority.

(2) No part of the numbered works comprising stage 2 may commence (including permitted preliminary works comprising demolition of existing structures, environmental surveys, geotechnical surveys and other investigations for the purpose of assessing ground conditions only) until a written strategy in relation to the identification and remediation of any risks associated with the contamination of the Order limits associated with that numbered work has been submitted to and approved by the relevant planning authority.

(3) The strategy submitted and approved pursuant to sub-paragraph (1) or (2) must—

- (a) include a site investigation scheme, based on the preliminary risk assessment set out in chapter 11 (ground conditions and contamination) of the environmental statement and providing details of the detailed risk assessment to be carried out for the receptors on or in the vicinity of the Order limits that may be affected by the authorised development;
- (b) set out how the outcomes of the site investigation scheme and detailed risk assessment carried out pursuant to paragraph (a) will be reported, and provide for the submission and approval by the relevant planning authority of an options appraisal and remediation strategy based on such outcomes and providing details of any remediation measures required and how they are to be carried out; and
- (c) include a verification plan identifying the data to be collected in order to demonstrate that the remediation measures set out in the options appraisal and remediation strategy prepared pursuant to paragraph (b) have been completed and are effective, and any requirement for long term monitoring of pollutant linkages, maintenance or arrangements for contingency action.

(4) Prior to the date of Work No. 1A full commissioning a report prepared substantially in accordance with the verification plan prepared pursuant to sub-paragraph (3)(c) and approved pursuant to sub-paragraph (1) must be submitted to and approved by the relevant planning authority.

(5) Prior to the date of Work No. 2A full commissioning a report prepared substantially in accordance with the verification plan prepared pursuant to sub-paragraph (3)(c) and approved pursuant to sub-paragraph (2) must be submitted to and approved by the relevant planning authority.

(6) If, during the carrying out of the authorised development on—

- (a) the power station area;
- (b) the pipeline area; or
- (c) the construction laydown area,

contamination not previously identified is found to be present on such areas no further development (unless otherwise agreed in writing with the relevant planning authority) may be carried out on the areas on which the contamination has been found until a remediation strategy detailing how such contamination must be dealt with has been submitted to and approved by the relevant planning authority.

(7) The authorised development must be carried out in accordance with the strategies approved pursuant to sub-paragraphs (1) and (2) and any remediation strategy approved pursuant to sub-paragraph (6).

Commencement Information

I16 Sch. 2 para. 15 in force at 25.10.2019, see [art. 1](#)

Archaeology **E+W**

16.—(1) None of the numbered works 5, 6, 7, 9B or 14 may commence (including permitted preliminary works comprising intrusive archaeological surveys only) until a written scheme of investigation has, for that numbered work, been submitted to and, after consultation with North Yorkshire County Council in its capacity as the relevant archaeological body, approved by the relevant planning authority.

(2) The scheme submitted and approved pursuant to sub-paragraph (1) must be substantially in accordance with chapter 8 (cultural heritage) of the environmental statement.

(3) The scheme must—

- (a) identify any areas where further archaeological investigations are required and the nature and extent of the investigation required in order to preserve by knowledge or in-situ any archaeological features that are identified; and
- (b) provide details of the measures to be taken to protect, record or preserve any significant archaeological features that may be found.

(4) Without limiting sub-paragraph (3), the scheme for numbered work 6 must provide details of a strip, map and record excavation for that numbered work.

(5) Without limiting sub-paragraph (3), the schemes for numbered works 5, 7, 9B and 14 must provide details of archaeological monitoring to be undertaken during construction of those numbered works.

(6) Any scheme approved pursuant to sub-paragraph (1) must be implemented as approved.

(7) Any archaeological investigations implemented and measures taken to protect record or preserve any identified significant archaeological features that may be found must be carried out—

- (a) in accordance with the approved scheme; and
- (b) by a suitably qualified person or organisation approved by the relevant planning authority in consultation with North Yorkshire County Council.

Commencement Information

I17 Sch. 2 para. 16 in force at 25.10.2019, see [art. 1](#)

Construction environmental management plan **E+W**

17.—(1) No part of the authorised development may commence (including permitted preliminary works comprising site clearance only), until a construction environmental management plan for that part has been submitted to and approved by the relevant planning authority.

(2) The plan submitted and approved pursuant to sub-paragraph (1) must be substantially in accordance with the outline construction environmental management plan and must detail how the outcomes of the ground investigations carried out pursuant to Requirement 15 have been taken into account in the preparation of the plan.

(3) All construction works associated with the authorised development must be carried out in accordance with the approved construction environmental management plan.

Commencement Information

I18 Sch. 2 para. 17 in force at 25.10.2019, see [art. 1](#)

Construction traffic management plan **E+W**

18.—(1) No part of the authorised development may commence, except for numbered works 11, 13 and 14, until a construction traffic management plan has, for that part, been submitted to and, after consultation with Highways England and the highway authority, approved by the relevant planning authority.

(2) The plan submitted and approved pursuant to sub-paragraph (1) must be substantially in accordance with the relevant part of the outline construction traffic management plan.

(3) Notices must be erected and maintained by the undertaker throughout the period of construction at every entrance to and exit from the construction site, indicating to drivers the approved routes for traffic entering and leaving the construction site.

(4) The plan must be implemented as approved.

Commencement Information

I19 Sch. 2 para. 18 in force at 25.10.2019, see [art. 1](#)

Construction worker travel plan **E+W**

19.—(1) No part of the authorised development may commence, except for numbered works 11, 13 and 14, until a construction worker travel plan has, for that part, been submitted to and, after consultation with the highway authority, approved by the relevant planning authority.

(2) The plan submitted and approved pursuant to sub-paragraph (1) must be substantially in accordance with the relevant part of the outline construction worker travel plan.

(3) The plan must be implemented as approved.

Commencement Information

I20 Sch. 2 para. 19 in force at 25.10.2019, see [art. 1](#)

Construction hours **E+W**

20.—(1) Construction work relating to the authorised development must not take place on Sundays, bank holidays nor otherwise outside the hours of—

- (a) 0700 to 1900 hours on Monday to Friday; and
- (b) 0700 to 1300 hours on a Saturday.

(2) Delivery or removal of materials, plant and machinery must not take place on Sundays, bank holidays nor otherwise outside the hours of—

- (a) 0800 to 1800 hours on Monday to Friday; and
- (b) 0800 to 1300 hours on a Saturday.

(3) The restrictions in sub-paragraphs (1) and (2) do not apply to construction work or the delivery or removal of materials, plant and machinery, where these—

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

- (a) are carried out within existing buildings or buildings constructed as part of the authorised development;
 - (b) are carried out with the prior approval of the relevant planning authority; or
 - (c) are associated with an emergency.
- (4) The restrictions in sub-paragraph (2) do not apply to the delivery of abnormal indivisible loads, where this is—
- (a) associated with an emergency; or
 - (b) carried out with the prior approval of the relevant planning authority.
- (5) Sub-paragraph (1) does not preclude—
- (a) for numbered work 9 and at the corresponding numbered area shown on the works plans a start up period from 0600 to 0700 and a shut down period from 1900 to 2000 Monday to Friday and a start up period from 0600 to 0700 and a shut down period from 1300 to 1400 on a Saturday; or
 - (b) maintenance at any time of plant and machinery engaged in the construction of the authorised development.
- (6) In this Requirement “emergency” means a situation where, if the relevant action is not taken, there will be adverse health, safety, security or environmental consequences that in the reasonable opinion of the undertaker would outweigh the adverse effects to the public (whether individuals, classes or generally as the case may be) of taking that action.

Commencement Information

I21 Sch. 2 para. 20 in force at 25.10.2019, see [art. 1](#)

Control of noise: operation **E+W**

21.—(1) The noise emitted from the top of the stacks at source in numbered works 1A and 2A must not exceed a sound power level of 98 dB(A).

(2) Prior to the date of Work No. 1A full commissioning a written scheme for the monitoring of noise emitted from the top of the stacks at source during operation of numbered work 1A must be submitted to and approved by the relevant planning authority.

(3) Prior to the date of Work No. 2A full commissioning a written scheme for the monitoring of noise emitted from the top of the stacks at source during operation of numbered work 2A must be submitted to and approved by the relevant planning authority.

(4) The schemes submitted under sub-paragraphs (2) and (3) must be implemented as approved.

Commencement Information

I22 Sch. 2 para. 21 in force at 25.10.2019, see [art. 1](#)

Carbon capture readiness reserve space **E+W**

22. Following commencement of the authorised development and until such time as the authorised development is decommissioned, the undertaker must not, without the consent of the Secretary of State—

- (a) dispose of any interest in the carbon capture readiness reserve space; or

- (b) do anything, or allow anything to be done or to occur which may reasonably be expected to diminish the undertaker's ability, within two years of such action or occurrence, to prepare the carbon capture readiness reserve space for the installation and operation of carbon capture equipment, should it be deemed necessary to do so.

Commencement Information

I23 Sch. 2 para. 22 in force at 25.10.2019, see [art. 1](#)

Carbon capture readiness monitoring report **E+W**

23.—(1) The undertaker must make a report (“carbon capture readiness monitoring report”) to the Secretary of State—

- (a) on or before the date which is three months after the date of Work No. 1A full commissioning; and
- (b) within one month of the second anniversary, and each subsequent even-numbered anniversary, of that date.

(2) Each carbon capture readiness monitoring report must provide evidence that the undertaker has complied with Requirement 22—

- (a) in the case of the first carbon capture readiness monitoring report, since commencement of the authorised development; and
- (b) in the case of any subsequent report, since the making of the previous carbon capture readiness monitoring report,

and explain how the undertaker expects to continue to comply with Requirement 22 over the next two years.

(3) Each carbon capture readiness monitoring report must state whether the undertaker considers the retrofit of carbon capture technology is feasible explaining the reasons for any such conclusion and whether any impediments could be overcome.

(4) Each carbon capture readiness monitoring report must state, with reasons, whether the undertaker has decided to seek any additional regulatory clearances, or to modify any existing regulatory clearances, in respect of any carbon capture readiness proposals.

Commencement Information

I24 Sch. 2 para. 23 in force at 25.10.2019, see [art. 1](#)

Air safety **E+W**

24. No part of the authorised development may commence until the undertaker has submitted confirmation to the relevant planning authority that it has provided details of the information that is required by the Defence Geographic Centre of the Ministry of Defence to chart the site for aviation purposes.

Commencement Information

I25 Sch. 2 para. 24 in force at 25.10.2019, see [art. 1](#)

Local liaison committee **E+W**

25.—(1) The authorised development must not commence until the undertaker has established a committee to liaise with local residents and organisations about matters relating to the authorised development (a “local liaison committee”).

(2) The undertaker must invite the relevant planning authority and other relevant interest groups, as may be agreed with the relevant planning authority, to nominate representatives to join the local liaison committee.

(3) The undertaker must provide a full secretariat service and supply an appropriate venue for the local liaison committee meetings to take place.

(4) The local liaison committee must—

- (a) include representatives of the undertaker;
- (b) meet every other month, starting in the month prior to commencement of stage 1 until the date of Work No. 1A full commissioning, or if stage 2 has commenced prior to the date of Work No. 1A full commissioning, the date of Work No. 2A full commissioning, unless otherwise agreed by the majority of the members of the local liaison committee;
- (c) if stage 2 has not commenced prior to the date of Work No. 1A full commissioning, meet every month, starting in the month prior to commencement of stage 2 until the date of Work No. 2A full commissioning, unless otherwise agreed by the majority of the members of the local liaison committee; and
- (d) during the operation of the authorised development meet once a year unless otherwise agreed by the majority of the members of the local liaison committee.

Commencement Information

I26 Sch. 2 para. 25 in force at 25.10.2019, see [art. 1](#)

Decommissioning environmental management plan **E+W**

26.—(1) Within 12 months of the date that the undertaker decides to decommission any part of the authorised development, the undertaker must submit to the relevant planning authority for its approval a decommissioning environmental management plan for that part.

(2) No decommissioning works must be carried out until the relevant planning authority has approved the plan submitted under sub-paragraph (1) in relation to such works.

(3) The plan submitted and approved must include details of—

- (a) the buildings to be demolished;
- (b) the means of removal of the materials resulting from the decommissioning works;
- (c) the phasing of the demolition and removal works;
- (d) any restoration works to restore the land to a condition agreed with the relevant planning authority;
- (e) the phasing of any restoration works; and
- (f) a timetable for the implementation of the scheme.

(4) The plan must be implemented as approved.

(5) This Requirement is without prejudice to any other consents or permissions which may be required to decommission any part of the authorised development.

Commencement Information

I27 Sch. 2 para. 26 in force at 25.10.2019, see [art. 1](#)

Decommissioning traffic management plan **E+W**

27.—(1) Within 12 months of the date that the undertaker decides to decommission any part of the authorised development, the undertaker must submit to the relevant planning authority for its approval, after consultation with Highways England and the highway authority, a decommissioning traffic management plan for that part.

(2) No decommissioning works must be carried out until the relevant planning authority has approved the plan submitted under sub-paragraph (1) in relation to such works.

(3) The plan submitted and approved must include details of—

- (a) route diversions; and
- (b) routing of abnormal loads and HGVs.

(4) The plan must be implemented as approved.

Commencement Information

I28 Sch. 2 para. 27 in force at 25.10.2019, see [art. 1](#)

Combined heat and power **E+W**

28.—(1) On the date that is 12 months after the date of Work No. 1A full commissioning (or such other date that is agreed with the Environment Agency having regard to any condition relating to combined heat and power imposed on any environmental permit issued by the Environment Agency in relation to the operation of the authorised development), the undertaker must submit to the environment agency for its approval a report (“the CHP review”) updating the CHP statement.

(2) The CHP review submitted and approved must—

- (a) consider the opportunities that reasonably exist within 15 kilometres of the authorised development for the export of heat from numbered work 1A and, following the date of Work No. 2A full commissioning, numbered work 2A at the time of submission of the CHP review; and
- (b) include a list of actions (if any) that the undertaker is reasonably required to take (without material additional cost to the undertaker) to increase the potential for export of heat from numbered work 1A and, following the date of Work No. 2A full commissioning, numbered work 2A.

(3) The undertaker must take such actions as are included, within the timescales specified, in the approved CHP review.

(4) On each date during the operation of either or both of numbered work 1A and, following the date of Work No. 2A full commissioning, numbered work 2A, that is four years after the date on which the undertaker last submitted the CHP review or a revised CHP review to the relevant planning authority (or such shorter timeframe that is agreed with the Environment Agency having regard to any condition relating to combined heat and power imposed on any environmental permit issued by the environment agency in relation to the operation of the authorised development), the undertaker must submit to the Environment Agency for its approval a revised CHP review.

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

(5) Sub-paragraphs (2) and (3) apply in relation to a revised CHP review submitted under sub-paragraph (4) in the same way as they apply in relation to the CHP review submitted under sub-paragraph (1).

Commencement Information
I29 Sch. 2 para. 28 in force at 25.10.2019, see [art. 1](#)

SCHEDULE 3 E+W

Article 9

STREETS SUBJECT TO STREET WORKS

Commencement Information
I30 Sch. 3 in force at 25.10.2019, see [art. 1](#)

Table 1

<i>(1) Area</i>	<i>(2) Streets subject to street works</i>	<i>(3) Description of the street works</i>
In the District of Selby	New Road	Works for the provision of a new permanent access to Work No.5 on the east side of New Road between the points marked AI and AJ on sheet 3 of the access and rights of way plans
In the District of Selby	New Road	Works for the installation and maintenance of Work Nos. 1C, 1D, 2C and 2D in the street between the points marked AZ and AY and AJ and AI on sheet 3 of the access rights of way plans
In the District of Selby	New Road	Works for the provision of a new temporary pedestrian bridge in Work No. 9A over New Road between the points marked C and D on sheet 2 of the access and rights of way plans
In the District of Selby	New Road	Works for the provision of a new construction access to Work No. 9B on the east side of New Road between the points marked C and D on sheet 2 of

		the access and rights of way plans
In the District of Selby	New Road	Works for the provision of a new construction access to Work No. 9B on the east side of New Road between the points marked AT and AU on sheet 2 of the access and rights of way plans
In the District of Selby	Carr Lane / Wren Hall Lane	Widening and improvement works to the junction at Carr Lane and Wren Hall Lane between the points marked AM and AN on sheet 5 of the access and rights of way plans
In the District of Selby	Wren Hall Lane	Widening and works for the provision of a new construction access to Work No. 7 on the east side of Wren Hall Lane between the points marked V and U on sheet 5 of the access and rights of way plans
In the District of Selby	Wren Hall Lane	Widening and works for the provision of a new construction access to Work No. 7 on the west side of Wren Hall Lane between the points marked V and U on sheet 5 of the access and rights of way plans
In the District of Selby	Wren Hall Lane	Works for the installation and maintenance of Work No. 7 in the street between the points marked U and V on sheet 5 of the access rights of way plans
In the District of Selby	Main Road	Widening and works for the provision of a new construction access to Work No. 7 on the east side of Main Road between the points marked AQ and W on sheet 5 of the access and rights of way plans
In the District of Selby	Main Road	Widening and works for the provision of a new construction access to Work No. 7 on the west side of Main Road between the points marked AQ and W on sheet 5 of the access and rights of way plans

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

In the District of Selby	Main Road	Works for the installation and maintenance of Work No. 7 in the street between the points marked AQ and W on sheet 5 of the access rights of way plans
In the District of Selby	Rusholme Lane	Widening and works for the provision of a new construction access to Work No. 7 on the north side of Rusholme Lane between the points marked Y and Z on sheet 8 of the access and rights of way plans
In the District of Selby	Rusholme Lane	Widening and works for the provision of a new construction access to Work No. 6D and Work No. 7 on the south side of Rusholme Lane between the points marked Y and Z on sheet 8 of the access and rights of way plans
In the District of Selby	Rusholme Lane	Works for the installation and maintenance of Work No. 7 in the street between the points marked BY and Z on sheet 8 of the access rights of way plans
In the District of Selby	Rusholme Lane	Works for the provision of a new permanent access to Work No. 6 on the south side of Rusholme Lane between the points marked AW and AV on sheet 8 of the access rights of way plans
In the District of Selby	Rusholme Lane	Widening and works for the provision of a passing place (Work No. 14) on the west side of Rusholme Lane between the points marked AT and AS on sheet 9 of the access and rights of way plans
In the District of Selby	A645/New Road	Street works at the A645/New Road roundabout between the points marked AB and BV on sheet 4 of the access and rights of way plans
In the District of East Riding of Yorkshire	A161 roundabout	Street works to the A161 roundabout between the points marked BO and BP on sheet 23 of the access and rights of way plans

In the District of East Riding of Yorkshire	A161 roundabout	Street works to the A161 roundabout between the points marked BH and BI on sheet 22 of the access and rights of way plans
In the District of East Riding of Yorkshire	A614 roundabout / M62	Street works to the A614 roundabout between the points marked AE and BC on sheet 14 of the access and rights of way plans
In the District of East Riding of Yorkshire	A614 roundabout junction with Glews Services	Street works to the A614 roundabout with Glews Services between the points marked BA and BB on sheet 14 of the access and rights of way plans
In the District of East Riding of Yorkshire	A614 / A645	Street works at the A614 / A645 roundabout between the points marked BF and BG on sheet 13 of the access and rights of way plans

SCHEDULE 4 **E+W**

Article 10

STREETS SUBJECT TO PERMANENT AND TEMPORARY ALTERATION OF LAYOUT

PART 1 **E+W**

PERMANENT ALTERATION OF LAYOUT

Commencement Information

I31 Sch. 4 Pt. 1 in force at 25.10.2019, see [art. 1](#)

Table 2

<i>(1) Area</i>	<i>(2) Streets subject to alteration of layout</i>	<i>(3) Description of alteration</i>
In the District of Selby	New Road	Works for the provision of a new permanent access to Work No. 5 on the east side of New Road between the points marked AI and AJ on sheet 3 of the access and rights of way plans

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

In the District of Selby	Rusholme Lane	Works for the provision of a new permanent access to Work No. 6 on the south side of Rusholme Lane between the points marked AW and AV on sheet 8 of the access rights of way plans
--------------------------	---------------	---

PART 2 E+W

TEMPORARY ALTERATION OF LAYOUT

Commencement Information
I32 Sch. 4 Pt. 2 in force at 25.10.2019, see [art. 1](#)

Table 3

<i>(1) Area</i>	<i>(2) Streets subject to alteration of layout</i>	<i>(3) Description of alteration</i>
In the District of Selby	New Road	Works for the provision of a new construction access to Work No. 9B on the east side of New Road between the points marked C and D on sheet 2 of the access and rights of way plans
In the District of Selby	New Road	Works for the provision of a new construction access to Work No. 9B on the east side of New Road between the points marked AT and AU on sheet 2 of the access and rights of way plans
In the District of Selby	Carr Lane / Wren Hall Lane	Widening and improvement works to the junction at Carr Lane and Wren Hall Lane between the points marked AM and AN on sheet 5 of the access and rights of way plans
In the District of Selby	Wren Hall Lane	Widening and works for the provision of a new construction access to Work No.7 on the east side of Wren Hall Lane between the points marked V and U on sheet 5 of the access and rights of way plans

In the District of Selby	Wren Hall Lane	Widening and works for the provision of a new construction access to Work No.7 on the west side of Wren Hall Lane between the points marked V and U on sheet 5 of the access and rights of way plans
In the District of Selby	Main Road	Widening and works for the provision of a new construction access to Work No.7 on the east side of Main Road between the points marked AQ and W on sheet 5 of the access and rights of way plans
In the District of Selby	Main Road	Widening and works for the provision of a new construction access to Work No.7 on the west side of Main Road at the point marked AQ and W on sheet 5 of the access and rights of way plans
In the District of Selby	Rusholme Lane	Widening and works for the provision of a new construction access to Work No.7 on the north side of Rusholme Lane between the points marked Y and Z on sheet 8 of the access and rights of way plans
In the District of Selby	Rusholme Lane	Widening and works for the provision of a new construction access to Work No.6D and Work No.7 on the south side of Rusholme Lane between the points marked Y and Z on sheet 8 of the access and rights of way plans
In the District of Selby	Rusholme Lane	Widening and works for the provision of a passing place (Work No.14) on the west side of Rusholme Lane between the points marked AT and AS on sheet 9 of the access and rights of way plans
In the District of Selby	A645 / New Road	Street works at the A645 / New Road roundabout between the points marked AB and BV on sheet 4 of the access and rights of way plans

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

In the District of Selby	A645 / New Road	Works in the street to remove street furniture between the points marked AB and BV on sheet 4 of the access and rights of way plans
In the District of East Riding of Yorkshire	Aldam Dock	Works in the street to remove street furniture from the exit of Aldam Dock at the points marked AH and BR on sheet 23 of the access and rights of way plans
In the District of East Riding of Yorkshire	Normandy Way	Works in the street to remove street furniture between the points marked BO and BS on sheet 23 of the access and rights of way plans
In the District of East Riding of Yorkshire	Stanhope Street / Coronation Street	Works in the street to remove street furniture between the points marked BN and BM on sheet 23 of the access and rights of way plans
In the District of East Riding of Yorkshire	Coronation Street / Boothferry Road	Works in the street to remove street furniture between the points marked BM and BL on sheet 23 of the access and rights of way plans
In the District of East Riding of Yorkshire	Boothferry Road	Works in the street to remove street furniture between the points marked BL and BK on sheet 23 of the access and rights of way plans
In the District of East Riding of Yorkshire	Boothferry Road/Airmyn Road (A614) / Rawcliffe Road (A614)	Works in the street to remove street furniture between the points marked BK, BT and BU on sheet 23 of the access and rights of way plans
In the District of East Riding of Yorkshire	A161 roundabout	Street works to the A161 roundabout between the points marked BO and BP on sheet 23 of the access and rights of way plans
In the District of East Riding of Yorkshire	A161 roundabout	Street works to the A161 roundabout between the points marked BH and BI on sheet 22 of the access and rights of way plans
In the District of East Riding of Yorkshire	A161 roundabout	Works in the street to remove street furniture between the

	points marked BH and BI on sheet 22 of the access and rights of way plans
In the District of East Riding of Yorkshire A161	Works in the street to remove street furniture between the points marked BI and BJ on sheets 22 and 23 of the access and rights of way plans
In the District of East Riding of Yorkshire A161 roundabout / A614	Works in the street to remove street furniture between the points marked AF and BE on sheet 14 of the access and rights of way plans
In the District of East Riding of Yorkshire M62 carriageway	Works in the street to remove safety barrier between the points marked BD and AG on sheets 14, 19, 20 and 21 of the access and rights of way plans
In the District of East Riding of Yorkshire A614 roundabout / M62	Street works to the A614 roundabout between the points marked AE and BC on sheet 14 of the access and rights of way plans
In the District of East Riding of Yorkshire A614 roundabout / M62	Works in the street to remove street furniture between the points marked AE and BC on sheet 14 of the access and rights of way plans
In the District of East Riding of Yorkshire A614 roundabout junction with Glews Services	Street works to the A614 roundabout with Glews Services between the points marked BA and BB on sheet 14 of the access and rights of way plans
In the District of East Riding of Yorkshire A614 roundabout junction with Glews Services	Works in the street to remove street furniture between the points marked BA and BB on sheet 14 of the access and rights of way plans
In the District of East Riding of Yorkshire A614 / A645	Street works at the A614 / A645 roundabout between the points marked BF and BG on sheet 13 of the access and rights of way plans
In the District of East Riding of Yorkshire A614 / A645	Works in the street to remove street furniture between the points marked BF and BG on

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

sheet 13 of the access and rights of way plans

SCHEDULE 5 **E+W**

Article 11

ACCESS

PART 1 **E+W**

THOSE PARTS OF THE ACCESS TO BE MAINTAINED AT THE PUBLIC EXPENSE

Commencement Information

I33 Sch. 5 Pt. 1 in force at 25.10.2019, see [art. 1](#)

Table 4

<i>(1) Area</i>	<i>(2) Street</i>	<i>(3) Description of relevant part of access</i>
In the District of Selby	New Road	That part of the access in the area cross hatched in blue between the points marked AI and AJ on sheet 3 of the access and rights of way plans
In the District of Selby	Rusholme Lane	That part of the access in the area cross hatched in blue between the points marked AW and AV on sheet 8 of the access and rights of way plans

PART 2 **E+W**

THOSE PARTS OF THE ACCESS TO BE MAINTAINED BY THE STREET AUTHORITY

Commencement Information

I34 Sch. 5 Pt. 2 in force at 25.10.2019, see [art. 1](#)

Table 5

<i>(1) Area</i>	<i>(2) Street</i>	<i>(3) Description of relevant part of access</i>
-----------------	-------------------	---

In the District of Selby	New Road	That part of the access in the area cross hatched in red between the points marked AI and AJ on sheet 3 of the access and rights of way plans
In the District of Selby	Rusholme Lane	That part of the access in the area cross hatched in red between the points marked AW and AV on sheet 8 of the access and rights of way plans

PART 3 E+W

THOSE WORKS TO RESTORE THE TEMPORARY ACCESSSES WHICH WILL BE MAINTAINED BY THE STREET AUTHORITY

Commencement Information

I35 Sch. 5 Pt. 3 in force at 25.10.2019, see [art. 1](#)

Table 6

<i>(1) Area</i>	<i>(2) Street</i>	<i>(3) Description of relevant part of access</i>
In the District of Selby	New Road	That part of the temporary construction access to Work No. 9B on the east side of New Road between the points marked C and D on sheet 2 of the access and rights of way plans
In the District of Selby	New Road	That part of the temporary construction access to Work No. 9B on the east side of New Road between the points marked AT and AU on sheet 2 of the access and rights of way plans
In the District of Selby	Carr Lane / Wren Hall Lane	That part of the junction at Carr Lane and Wren Hall Lane between the points marked AM and AN on sheet 5 of the access and rights of way plans
In the District of Selby	Wren Hall Lane	That part of the temporary construction access on the east side of Wren Hall Lane between the points marked V and U on

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

		sheet 5 of the access and rights of way plans
In the District of Selby	Wren Hall Lane	That part of the temporary construction access on the west side of Wren Hall Lane between the points marked V and U on sheet 5 of the access and rights of way plans
In the District of Selby	Main Road	That part of the temporary construction access on the east side of Main Road between the points marked AQ and W on sheet 5 of the access and rights of way plans
In the District of Selby	Main Road	That part of the temporary construction access on the west side of Main Road between the points marked AQ and W on sheet 5 of the access and rights of way plans
In the District of Selby	Rusholme Lane	That part of the new construction access on the north side of Rusholme Lane between the points marked Y and Z on sheet 8 of the access and rights of way plans
In the District of Selby	Rusholme Lane	That part of the new construction access on the south side of Rusholme Lane between the points marked Y and Z on sheet 8 of the access and rights of way plans
In the District of Selby	Rusholme Lane	That part of the west side of Rusholme Lane between the points marked AT and AS on sheet 9 of the access and rights of way plans
In the District of Selby	A645 / New Road	That part of the A645 / New Road roundabout between the points marked AB and BV on sheet 4 of the access and rights of way plans
In the District of East Riding of Yorkshire	A161 roundabout	That part of the A161 roundabout between the points marked BO and BP on sheet 23 of the access and rights of way plans

In the District of East Riding of Yorkshire	A161 roundabout	That part of the A161 roundabout between the points marked BH and BI on sheet 22 of the access and rights of way plans
In the District of East Riding of Yorkshire	A614 roundabout / M62	That part of the A614 roundabout between the points marked AE and BC on sheet 14 of the access and rights of way plans
In the District of East Riding of Yorkshire	A614 roundabout junction with Glews Services	That part of the A614 roundabout with Glews Services between the points marked BA and BB on sheet 14 of the access and rights of way plans
In the District of East Riding of Yorkshire	A614 / A645	That part of the A614 / A645 roundabout between the points marked BF and BG on sheet 13 of the access and rights of way plans

SCHEDULE 6 **E+W**

Article 12

STREETS AND PUBLIC RIGHTS OF WAY TO BE TEMPORARILY STOPPED UP

PART 1 **E+W**

STREETS TO BE TEMPORARILY STOPPED UP ETC.

Commencement Information

I36 Sch. 6 Pt. 1 in force at 25.10.2019, see [art. 1](#)

Table 7

<i>(1) Area</i>	<i>(2) Street</i>	<i>(3) Description of temporary stopping up</i>
In the District of Selby	New Road	Temporary closure of that part of the street shown between points AB and E on sheets 2, 3 and 4 of the access and rights of way plans to ensure the safe and unhindered passage of heavy goods vehicles and abnormal indivisible loads

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

In the District of Selby	Wren Hall Lane	Temporary closure of that part of the street shown between points AO and AP on sheet 5 of the access and rights of way plans to install and facilitate the construction of Work No. 7
In the District of Selby	Main Road	Temporary closure of that part of the street shown between points W and X on sheet 5 of the access and rights of way plans to install and facilitate the construction of Work No. 7
In the District of Selby	Rusholme Lane	Temporary closure of that part of the street shown between points Y and AV on sheet 8 of the access and rights of way plans to install and facilitate the construction of Work Nos. 6 and 7
In the District of Selby	A645	Temporary closure of that part of the street shown between points AB and AC on sheets 10 and 11 of the access and rights of way plans to ensure the safe and unhindered passage of heavy goods vehicles and abnormal indivisible loads
In the District of East Riding of Yorkshire	A645	Temporary closure of that part of the street shown between points AC and BF on sheets 11, 12 and 13 of the access and rights of way plans to ensure the safe and unhindered passage of heavy goods vehicles and abnormal indivisible loads
In the District of East Riding of Yorkshire	A614	Temporary closure of that part of the street shown between points BG and AE on sheets 13 and 14 of the access and rights of way plans to ensure the safe and unhindered passage of heavy goods vehicles and abnormal indivisible loads
In the District of East Riding of Yorkshire	M62	Temporary closure of that part of the street shown between points BX and AG on sheets 14, 15, 16, 17, 18, 19, 20 and 21 of the access and rights of way plans to ensure the safe and unhindered passage of heavy

In the District of East Riding of Yorkshire A161	goods vehicles and abnormal indivisible loads
In the District of East Riding of Yorkshire Aldam Dock	Temporary closure of that part of the street shown between points AF and AH on sheets 22 and 23 of the access and rights of way plans to ensure the safe and unhindered passage of heavy goods vehicles and abnormal indivisible loads
In the District of East Riding of Yorkshire Stanhope Street / Coronation Street	Temporary closure of that part of the street shown between points AX and BN on sheet 23 of the access and rights of way plans to ensure the safe and unhindered passage of heavy goods vehicles and abnormal indivisible loads
In the District of East Riding of Yorkshire Coronation Street / Boothferry Road	Temporary closure of that part of the street shown between points BN and BM on sheet 23 of the access and rights of way plans to ensure the safe and unhindered passage of heavy goods vehicles and abnormal indivisible loads
In the District of East Riding of Yorkshire Boothferry Road	Temporary closure of that part of the street shown between points BM and BL on sheet 23 of the access and rights of way plans to ensure the safe and unhindered passage of heavy goods vehicles and abnormal indivisible loads
In the District of East Riding of Yorkshire A614 / A161	Temporary closure of that part of the street shown between points BL and BK on sheet 23 of the access and rights of way plans to ensure the safe and unhindered passage of heavy goods vehicles and abnormal indivisible loads
In the District of East Riding of Yorkshire A614 / A161	Temporary closure of that part of the street shown between points BT and AF on sheets 22 and 23 of the access and rights of way plans to ensure the safe and unhindered passage of heavy goods vehicles and abnormal indivisible loads

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

PART 2 **E+W**

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY STOPPED UP ETC.

Commencement Information

I37 Sch. 6 Pt. 2 in force at 25.10.2019, see [art. 1](#)

Table 8

<i>(1) Area</i>	<i>(2) Public right of way</i>	<i>(3) Description of temporary stopping up etc</i>
In the District of Selby	Public footpath 35.47/4/1	Between the points marked M and N on sheet 5 of the access and rights of way plans
In the District of Selby	Public footpath 35.47/5/1	Between the points marked O and P on sheet 5 of the access and rights of way plans
In the District of Selby	Public footpath 35.47/9/1	Between the points marked Q and R on sheet 6 of the access and rights of way plans
In the District of Selby	Public footpath 35.49/2/1	Between the points marked S and T on sheet 6 of the access and rights of way plans

SCHEDULE 7 **E+W**

Article 13

PUBLIC RIGHTS OF WAY TO BE PERMANENTLY STOPPED UP

Commencement Information

I38 Sch. 7 in force at 25.10.2019, see [art. 1](#)

Table 9

<i>(1) Area</i>	<i>(2) Public right of way to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) Replacement public right of way</i>
In the District of Selby	Public footpath 35.47/1/1	Between the points marked J and K on sheet 2 of the access and rights of way plans	Between the points marked J and L on sheet 2 of the access and rights of way plans
In the District of Selby	Public footpath 35.47/6/1	Between the points marked G and H on sheet 2 of the access and rights of way plans	Between the points marked G and I on sheet 2 of the access and rights of way plans

SCHEDULE 8 **E+W**

Article 22

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

Interpretation **E+W**

1. In this Schedule—

“Work Nos. 1C, 1D, 2C and 2D infrastructure” means any works or development comprised within Work Nos. 1C, 1D, 2C and 2D, ancillary apparatus and any other necessary works or development permitted within the area delineated as Work Nos. 1C, 1D, 2C and 2D on the works plans;

“Work No. 5 infrastructure” means any works or development comprised within Work No. 5, ancillary apparatus and any other necessary works or development permitted within the area delineated as Work No. 5 on the works plans;

“Work No. 6 infrastructure” means any works or development comprised within Work No. 6, ancillary apparatus and any other necessary works or development permitted within the area delineated as Work No. 6 on the works plans;

“Work No. 6A access road” means any works or development comprised within Work No. 6A(viii), including any other necessary works or development permitted within the area delineated as Work No. 6A on the works plans;

“Work No. 6A infrastructure” means any works or development comprised within Work No. 6A(ii), including any other necessary works or development permitted within the area delineated as Work No. 6A on the works plans;

“Work No. 6A planting” means the hard and soft landscaping comprised within Work No. 6A(viii), including any other necessary works or development permitted in respect of such landscaping within the area delineated as Work No. 6A on the works plans;

“Work No. 6B infrastructure” means any works or development comprised within Work No. 6B(ii), including any other necessary works or development permitted within the area delineated as Work No. 6B on the works plans;

“Work No. 6B planting” means the hard and soft landscaping comprised within Work No. 6B(vii), including any other necessary works or development permitted in respect of such landscaping within the area delineated as Work No. 6B on the works plans;

“Work No. 7 infrastructure” means any works or development comprised within Work No. 7, ancillary apparatus and any other necessary works or development permitted within the area delineated as Work No. 7 on the works plans;

“Work No. 7A planting” means the hard and soft landscaping comprised within Work No. 7A(vi), including any other necessary works or development permitted in respect of such landscaping within the area delineated as Work No. 7A on the works plans;

“Work No. 8 infrastructure” means any works or development comprised within Work No. 8, ancillary apparatus and any other necessary works or development permitted within the area delineated as Work No. 8 on the works plans;

“Work No. 8 planting” means the hard and soft landscaping comprised within Work Nos. 8A(vi) and 8B(vi), including any other necessary works or development permitted in respect of such landscaping within the area delineated as Work Nos. 8A and 8B on the works plans;

“Work No. 9A(iii) infrastructure” means any works or development comprised within Work No. 9A(iii), ancillary apparatus and any other necessary works or development permitted within the area delineated as Work No. 9A(iii) on the works plans;

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

“Work No. 10C planting” means the hard and soft landscaping comprised within Work No. 10C, including any other necessary works or development permitted in respect of such landscaping within the area delineated as Work No. 10C on the works plans;

“Work No. 11 planting” means the retained and enhanced landscaping comprised within Work No. 11, including any other necessary works or development permitted in respect of such landscaping within the area delineated as Work No. 11 on the works plans;

“Work No. 13 infrastructure” means any works or development comprised within Work No. 13, ancillary apparatus and including any other necessary works or development permitted within the area delineated as Work No. 13 on the works plans.

Table 10

<i>(1) Number of plot shown on the land plans</i>	<i>(2) Rights etc. which may be acquired</i>
5	<p>For and in connection with the Work No. 8 infrastructure, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work No. 8 infrastructure, together with the right to install, retain, use and maintain the Work No. 8 infrastructure, and a right of support for it, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 8 infrastructure, or interfere with or obstruct access from and to the Work No. 8 infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.</p> <p>For and in connection with the Work No. 8 planting, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and repass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with improvement, reinstatement, installation, implementation, retention, removal, relocation and maintenance of the Work No. 8 planting, together with the right to retain, maintain, inspect and replant the Work No. 8 planting, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 8 planting, or interfere with or obstruct access from and to the Work No. 8 planting.</p>

- 8a For and in connection with the Work No. 13 infrastructure the right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the removal of the Work No. 13 infrastructure.
- For and in connection with the Work No. 10C planting, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with improvement, reinstatement, installation, implementation, retention, removal, relocation and maintenance of the Work No. 10C planting, together with the right to retain, maintain, inspect and replant the Work No. 10C planting, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 10C planting, or interfere with or obstruct access from and to the Work No. 10C planting.
- For and in connection with the Work No. 11 planting, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with improvement, reinstatement, installation, implementation, retention, removal, relocation and maintenance of the Work No. 11 planting, together with the right to retain, maintain, inspect and replant the Work No. 11 planting, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 11 planting, or interfere with or obstruct access from and to the Work No. 11 planting.
- 9a For and in connection with the Work Nos. 1C, 1D, 2C and 2D infrastructure the right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work Nos. 1C, 1D, 2C and 2D infrastructure, together with the right to install, retain, use and maintain the Work Nos. 1C, 1D, 2C and 2D infrastructure, and a right of support for it, and the right to the free flow of water,

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

12

along with the right to prevent any works on or uses of the land which may interfere with or damage the Work Nos. 1C, 1D, 2C and 2D infrastructure, or interfere with or obstruct access from and to the Work Nos. 1C, 1D, 2C and 2D infrastructure, including the right to prevent or remove the whole of any fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.

For and in connection with the Work Nos. 1C, 1D, 2C and 2D infrastructure and the Work No. 5 infrastructure the right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work Nos. 1C, 1D, 2C and 2D infrastructure and the Work No. 5 infrastructure, together with the right to install, retain, use and maintain the Work Nos. 1C, 1D, 2C and 2D infrastructure and the Work No. 5 infrastructure, and a right of support for it, and the right to the free flow of water, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work Nos. 1C, 1D, 2C and 2D infrastructure and the Work No. 5 infrastructure, or interfere with or obstruct access from and to the Work Nos. 1C, 1D, 2C and 2D infrastructure and the Work No. 5 infrastructure, including the right to prevent or remove the whole of any fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.

For and in connection with the Work No. 7 infrastructure within a corridor of up to 15m in width, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work No. 7 infrastructure, together with the right to install, retain, use and maintain the Work No. 7 infrastructure, and a right of support for it, along with the right to prevent any works on or uses of the land which may interfere

with or damage the Work No. 7 infrastructure, or interfere with or obstruct access from and to the Work No. 7 infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.

For and in connection with the Work No. 7A planting, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and repass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with improvement, reinstatement, installation, implementation, retention, removal, relocation and maintenance of the Work No. 7A planting, together with the right to protect, retain, maintain, inspect and replant the Work No. 7A planting and existing planting, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 7A planting or existing planting, or interfere with or obstruct access from and to the Work No. 7A planting or existing planting.

14

For and in connection with the Work No. 9A(iii) infrastructure within an air-space corridor of up to 10m in width, the right for the undertaker and all persons authorised on its behalf to enter, pass and repass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the installation, use, maintenance and removal of the Work No. 9A(iii) infrastructure, together with the right to install, retain, use, maintain and remove the Work No. 9A(iii) infrastructure, and a right of support for it, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 9A(iii) infrastructure, or interfere with or obstruct access from and to the Work No. 9A(iii) infrastructure.

18, 24, 25, 56

For and in connection with the Work No. 7 infrastructure within a corridor of up to 15m in width, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and repass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying,

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

installation, use and maintenance of the Work No. 7 infrastructure, together with the right to install, retain, use and maintain the Work No. 7 infrastructure, and a right of support for it, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 7 infrastructure, or interfere with or obstruct access from and to the Work No. 7 infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.

For and in connection with the Work No. 7A planting, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and repass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with improvement, reinstatement, installation, implementation, retention, removal, relocation and maintenance of the Work No. 7A planting, together with the right to protect, retain, maintain, inspect and replant the Work No. 7A planting and existing planting, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 7A planting or existing planting, or interfere with or obstruct access from and to the Work No. 7A planting or existing planting.

27, 27a, 29, 29a, 33, 37, 40, 42, 43, 47, 49, 50, 59

For and in connection with the Work No. 7 infrastructure within a corridor of up to 15m in width, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and repass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work No. 7 infrastructure, together with the right to install, retain, use and maintain the Work No. 7 infrastructure, and a right of support for it, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 7 infrastructure, or interfere with or obstruct access from and to the Work No. 7 infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure,

58, 61, 67

tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.

For and in connection with the Work No. 7A planting, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and repass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with improvement, reinstatement, installation, implementation, retention, removal, relocation and maintenance of the Work No. 7A planting, together with the right to protect, retain, maintain, inspect and replant the Work No. 7A planting and existing planting, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 7A planting or existing planting, or interfere with or obstruct access from and to the Work No. 7A planting or existing planting.

65

For and in connection with the Work No. 6A infrastructure, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and repass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work No. 6A infrastructure, together with the right to install, retain, use and maintain the Work No. 6A infrastructure and a right of support for it, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 6A infrastructure, or interfere with or obstruct access from and to the Work No. 6A infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.

For and in connection with the Work No. 6A planting, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and repass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with improvement, reinstatement,

Changes to legislation: *There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)*

installation, implementation, retention, removal, relocation and maintenance of the Work No. 6A planting, together with the right to retain, maintain, inspect and replant the Work No. 6A planting, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 6A planting, or interfere with or obstruct access from and to the Work No. 6A planting. For and in connection with the Work No. 6A access road, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and repass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work No. 6A access road, together with the right to install, retain, use and maintain the Work No. 6A access road and a right of support for it, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 6A access road, or interfere with or obstruct access from and to the Work No. 6A access road, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.

66

For and in connection with the Work No. 6B infrastructure, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and repass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work No. 6B infrastructure, together with the right to install, retain, use and maintain the Work No. 6B infrastructure, and a right of support for it, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 6B infrastructure, or interfere with or obstruct access from and to the Work No. 6B infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface

level, ground cover or composition of the land.

For and in connection with the Work No. 6B planting, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and repass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with improvement, reinstatement, installation, implementation, retention, removal, relocation and maintenance of the Work No. 6B planting, together with the right to retain, maintain, inspect and replant the Work No. 6B planting, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 6B planting, or interfere with or obstruct access from and to the Work No. 6B planting.

Commencement Information

I39 Sch. 8 para. 1 in force at 25.10.2019, see [art. 1](#)

SCHEDULE 9 **E+W**

Article 22

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

Compensation enactments **E+W**

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land are to apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right as they apply as respects compensation on the compulsory purchase of land and interests in land.

Commencement Information

I40 Sch. 9 para. 1 in force at 25.10.2019, see [art. 1](#)

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973^{M1} has effect subject to the modifications set out in sub-paragraph (2).

(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 5—

- (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 ”.

Commencement Information

I41 Sch. 9 para. 2 in force at 25.10.2019, see [art. 1](#)

Marginal Citations

M1 1973 c.26.

3.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) In section 5A(5A) (relevant valuation date), omit the words after “if—” and substitute—

- “(a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 9 to the Drax Power (Generating Stations) Order 2019;
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 9 to the Drax Power (Generating Stations) Order 2019) to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right.”

Commencement Information

I42 Sch. 9 para. 3 in force at 25.10.2019, see [art. 1](#)

Application of Part 1 of the 1965 Act **E+W**

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act to the acquisition of land under article 19 (compulsory acquisition of land) and as modified by article 26 (modification of Part 1 of the 1965 Act), applies to the compulsory acquisition of a right by the creation of a new right under article 22 (compulsory acquisition of rights)—

- (a) with the modifications specified in paragraph 5; and
- (b) with such other modifications as may be necessary.

Commencement Information

I43 Sch. 9 para. 4 in force at 25.10.2019, see [art. 1](#)

5.—(1) The modifications referred to in paragraph 4(a) are as follows—

(2) References in the 1965 Act to land are, in the appropriate contexts, to be 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, or the restriction imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restriction is to be enforceable.

(3) For section 7 of the 1965 Act (measure of compensation in case of severance) 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.”

(4) 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 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.

(5) Section 11 of the 1965 Act (powers of entry) is modified to secure that, where the acquiring authority has served notice to treat in respect of any right or restriction, as well as the notice of entry required by subsection (1) of that section (as it applied to compulsory acquisition under article 19), 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; and sections 11A (powers of entry: further notices of entry), 11B (counter-notice requiring possession to be taken on specified date), 12 (penalty for unauthorised entry) and 13 (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

(6) Section 20 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.

(7) Section 22 of the 1965 Act (interests omitted from purchase) as modified by article 26(3) is also modified 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, or enforce the restriction imposed, subject to compliance with that section as respects compensation.

(8) For Schedule 2A to the 1965 Act substitute—

“SCHEDULE 2A E+W

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

Introduction

1.—(1) This Schedule applies where an acquiring authority serve a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 of the 1981 Act as applied by article 24 (application of the Compulsory Purchase (Vesting Declarations) Act 1981) of the Drax Power (Generating Stations) Order 2019 in respect of the land to which the notice to treat relates.

(2) But see article 25 (acquisition of subsoil only) of the Drax Power (Generating Stations) Order 2019 which excludes the acquisition of subsoil only from this Schedule.

2. In this Schedule, “house” includes any park or garden belonging to a house.

Counter–notice requiring purchase of land

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the authority to purchase the owner's interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of twenty-eight days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat;
- (b) accept the counter-notice; or
- (c) refer the counter-notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority do not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serve notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory; or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant;
- (b) the use to be made of the right or covenant proposed to be acquired or imposed; and
- (c) if the right or 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 of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”.

Commencement Information

I44 Sch. 9 para. 5 in force at 25.10.2019, see [art. 1](#)

SCHEDULE 10 **E+W**

Article 28

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

Commencement Information

I45 Sch. 10 in force at 25.10.2019, see [art. 1](#)

Table 11

<i>(1) Number of plot shown on the lands plans</i>	<i>(2) Purpose for which temporary possession may be taken</i>
11, 19, 21, 26, 26a, 28, 28a, 30, 30a, 31, 32, 35, 39, 41, 44, 45, 46, 48, 51, 52, 53, 54, 55	Temporary use as laydown, construction compound, construction use and accesses required to facilitate construction of Work No. 7 Temporary use for the improvement, reinstatement, and retention of existing planting to facilitate construction of Work No. 7
60	Temporary use as laydown, construction compound, construction use and accesses required to facilitate construction of Work Nos. 6 and 7
64	Temporary use as vehicle, plant and machinery passing place as part of Work No. 14 to facilitate construction of Work Nos. 6 and 7

SCHEDULE 11 **E+W**

Article 42

PROCEDURE FOR DISCHARGE

Interpretation **E+W****1.** In this Schedule—

“business day” means a day other than a Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971 ^{M2};

“relevant authority” means any authority or body named in any of the provisions of this Order and whose consent, agreement or approval is sought; and

“requirement consultee” means any body or authority named in a Requirement as a body to be consulted by the relevant planning authority in discharging that Requirement.

Commencement Information

I46 Sch. 11 para. 1 in force at 25.10.2019, see [art. 1](#)

Marginal Citations

M2 1971 c.80.

Applications made under Requirements **E+W**

2.—(1) Where an application has been made to the relevant authority for any consent, agreement or approval required or contemplated by any of the provisions of this Order (including consent, agreement or approval in respect of part of a Requirement) the relevant authority must give notice to the undertaker of their decision on the application within—

- (a) a period of nine weeks beginning with the day immediately following that on which the application is received by the authority;
- (b) where further information is requested under paragraph 3 of this Schedule (further information and consultation), a period of nine weeks beginning with the day immediately following that on which further information has been supplied by the undertaker; or
- (c) such period that is longer than the nine week period in sub-paragraph (a) or (b) as may be agreed in writing by the undertaker and the relevant authority before the end of such nine week period.

(2) Subject to sub-paragraph (3), in the event that the relevant authority does not determine an application within the period set out in sub-paragraph (1), the relevant authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(3) Where an application has been made to the relevant authority for any consent, agreement or approval required by a Requirement included in this Order, and—

- (a) the relevant authority does not determine the application within the period set out in sub-paragraph (1) and such application is accompanied by a report which states that the subject matter of such application is likely to give rise to any materially new or materially different environmental effects compared to those in the environmental statement; or
- (b) the relevant authority determines during the period set out in sub-paragraph (1) that it considers that the subject matter of such application will give rise to any materially new or materially different environmental effects compared to those in the environmental statement

then the application is to be taken to have been refused by the relevant authority at the end of that period.

Commencement Information

I47 Sch. 11 para. 2 in force at 25.10.2019, see [art. 1](#)

Further information and consultation **E+W**

3.—(1) In relation to any application to which this Schedule applies, the relevant authority may request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) In the event that the relevant authority considers such further information to be necessary and the provision governing or requiring the application does not specify that consultation with a requirement consultee is required the relevant authority must, within fourteen business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the provision governing or requiring the application specifies that consultation with a requirement consultee is required, the relevant authority must issue the consultation to the requirement consultee within five business days of receipt of the application, and must notify the undertaker in writing specifying any further information requested by the requirement consultee within five business days of receipt of such a request and in any event within fourteen business days of receipt of the application.

(4) In the event that the relevant authority does not give notification as specified in subparagraph (2) or (3) it is to be deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

(5) Where further information is requested under this paragraph in relation to part only of an application, that part is to be treated as separate from the remainder of the application for the purposes of calculating time periods in paragraph 2(1)(b), paragraph 2(3) and paragraph 3.

Commencement Information

I48 Sch. 11 para. 3 in force at 25.10.2019, see [art. 1](#)

Fees **E+W**

4.—(1) Where an application is made to the relevant planning authority for written consent, agreement or approval in respect of a Requirement, the fee contained in regulation 16(1)(b) of the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012 ^{M3} (as may be amended or replaced from time to time) is to apply and must be paid to that authority for each application.

(2) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of—

- (a) the application being rejected as invalidly made; or
- (b) the relevant planning authority failing to determine the application within nine weeks from the date on which it is received unless—
 - (i) within that period the undertaker agrees, in writing, that the fee is to be retained by the relevant planning authority and credited in respect of a future application; or

- (ii) a longer period of time for determining the application has been agreed pursuant to paragraph 2(1)(c) of this Schedule.

Commencement Information

I49 Sch. 11 para. 4 in force at 25.10.2019, see [art. 1](#)

Marginal Citations

M3 [S.I 2012/2920](#), amended by [S.I 2013/2153](#) and [S.I 2014/357](#) and [S/I 2014/2026](#).

Appeals **E+W**

5.—(1) The undertaker may appeal in the event that—

- (a) the relevant authority refuses (including a deemed refusal pursuant to paragraph 2(3)) an application for any consent, agreement or approval required by an article or Requirement included in this Order or grants it subject to conditions;
- (b) the relevant authority does not give notice of its decision to the undertaker within the decision period specified in paragraph 2;
- (c) on receipt of a request for further information pursuant to paragraph 3 the undertaker considers that either the whole or part of the specified information requested by the relevant authority is not necessary for consideration of the application; or
- (d) on receipt of any further information requested, the relevant authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The appeal process is to be as follows—

- (a) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant authority and any consultee required to be consulted pursuant to the article or Requirement which is the subject of the appeal (together with the undertaker, these are the “appeal parties”);
- (b) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to determine the appeal and must forthwith notify the appeal parties of the identity of the appointed person and the address to which all correspondence for his attention should be sent, the date of such notification being the “start date” for the purposes of this sub-paragraph (2);
- (c) the relevant authority and any consultee required to be consulted pursuant to the article or Requirement which is the subject of the appeal must submit written representations to the appointed person in respect of the appeal within ten business days of the start date and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;
- (d) the appeal parties must make any counter-submissions to the appointed person within ten business days of receipt of written representations pursuant to sub-paragraph (c) above; and
- (e) the appointed person must make his decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within thirty business days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (d).

(3) The appointment of the person pursuant to sub-paragraph (2)(b) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the appointed person considers that further information is necessary to enable him to consider the appeal he must, notify the appeal parties in writing specifying the further information required and the date by which the information is to be submitted and the appointed person must make any notification and set the date for the receipt of such further information having regard to the timescales in sub-paragraph (2).

(5) Any further information required pursuant to sub-paragraph (4) must be provided by the undertaker to the appointed person, the relevant authority and any consultee required to be consulted pursuant to the article or Requirement the subject of the appeal on the date specified by the appointed person (the “specified date”), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within ten business days of the specified date but otherwise is to be in accordance with the process and time limits set out in sub-paragraphs (2)(c) to (2)(e).

(6) On an appeal under this paragraph, the appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the relevant authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to him in the first instance.

(7) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits.

(8) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to him that there is sufficient material to enable a decision to be made on the merits of the case.

(9) The decision of the appointed person on an appeal is to be final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(10) If an approval is given by the appointed person pursuant to this Schedule, it is to be deemed to be an approval for the purpose of Schedule 2 (Requirements) as if it had been given by the relevant authority. The relevant authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(11) Save where a direction is given pursuant to sub-paragraph (12) requiring the costs of the appointed person to be paid by the relevant authority, the reasonable costs of the appointed person must be met by the undertaker.

(12) On application by the relevant authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

Commencement Information

I50 Sch. 11 para. 5 in force at 25.10.2019, see [art. 1](#)

SCHEDULE 12 **E+W**

Article 36

PROTECTIVE PROVISIONS

PART 1 **E+W**FOR THE PROTECTION OF ELECTRICITY,
GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this part of this Schedule, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

Commencement Information

I51 Sch. 12 para. 1 in force at 25.10.2019, see [art. 1](#)

2. In this part of this Schedule—

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

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989 ^{M4}), belonging to or maintained by that utility undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker—
 - (i) mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and
 - (ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A of the Water Industry Act 1991 ^{M5};
- (d) in the case of a sewerage undertaker—
 - (i) any drain or works vested in the utility undertaker under the Water Industry Act 1991; and
 - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

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

“functions” includes powers and duties;

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

“utility undertaker” means—

- (e) any licence holder within the meaning of Part 1 of the Electricity Act 1989;

- (f) a gas transporter within the meaning of Part 1 of the Gas Act 1986 ^{M6};
- (g) water undertaker within the meaning of the Water Industry Act 1991 ^{M7}; and
- (h) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991, for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

Commencement Information

I52 Sch. 12 para. 2 in force at 25.10.2019, see [art. 1](#)

Marginal Citations

M4 1989 c.29.

M5 1991 c.56.

M6 1986 c.44.

M7 1991 c.56.

3. This part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 of the 1991 Act.

Commencement Information

I53 Sch. 12 para. 3 in force at 25.10.2019, see [art. 1](#)

4. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 12 (temporary stopping up of streets and public rights of way), a utility undertaker is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

Commencement Information

I54 Sch. 12 para. 4 in force at 25.10.2019, see [art. 1](#)

5. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Commencement Information

I55 Sch. 12 para. 5 in force at 25.10.2019, see [art. 1](#)

6.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(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, the utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(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 the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 43 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 43 (arbitration), and after the grant to the utility undertaker 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.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

Commencement Information

I56 Sch. 12 para. 6 in force at 25.10.2019, see [art. 1](#)

7.—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 43 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for

the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Commencement Information

I57 Sch. 12 para. 7 in force at 25.10.2019, see [art. 1](#)

8.—(1) Not less than twenty-eight days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to the utility undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

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

(4) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

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

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

Commencement Information

I58 Sch. 12 para. 8 in force at 25.10.2019, see [art. 1](#)

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 6(2).

(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, that value being calculated after removal.

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

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 43 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

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

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 6(2); and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

Commencement Information

I59 Sch. 12 para. 9 in force at 25.10.2019, see [art. 1](#)

10.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 6(2), 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 a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

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

by reason or in consequence of any such damage or interruption.

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

(3) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Commencement Information

I60 Sch. 12 para. 10 in force at 25.10.2019, see [art. 1](#)

11. Nothing in this part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaking in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Commencement Information

I61 Sch. 12 para. 11 in force at 25.10.2019, see [art. 1](#)

PART 2 **E+W**

**FOR THE PROTECTION OF OPERATORS OF
ELECTRONIC COMMUNICATIONS CODE NETWORKS**

12.—(1) For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

(2) In this part of this Schedule—

“the 2003 Act” means the Communications Act 2003 ^{M8};

“electronic communications apparatus” has the same meaning as set out in paragraph 5 of the electronic communications code;

“the electronic communications code” has the same meaning as set out in sections 106 to 119 and Schedule 3A of the 2003 Act;

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

“network” means—

(a) so much of a network or infrastructure system provided by an operator as is not excluded from the application of the electronic communications code by a direction under section 106(5) of the 2003 Act; and

(b) a network which the Secretary of State is providing or proposing to provide; and

“operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act and who is an operator of a network.

Commencement Information

I62 Sch. 12 para. 12 in force at 25.10.2019, see [art. 1](#)

Marginal Citations

M8 [2003 c.21](#).

13. The exercise of the powers of article 30 (statutory undertakers) is subject to Part 10 of Schedule 3A of the 2003 Act.

Commencement Information

I63 Sch. 12 para. 13 in force at 25.10.2019, see [art. 1](#)

14.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works

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

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

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

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this part of this Schedule must be referred to and settled by arbitration under article 43 (arbitration).

Commencement Information

I64 Sch. 12 para. 14 in force at 25.10.2019, see [art. 1](#)

15. This part of this Schedule does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

Commencement Information

I65 Sch. 12 para. 15 in force at 25.10.2019, see [art. 1](#)

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

Commencement Information

I66 Sch. 12 para. 16 in force at 25.10.2019, see [art. 1](#)

PART 3 **E+W**

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC

Application **E+W**

17. For the protection of National Grid as referred to in this Part of this Schedule the following provisions shall, unless otherwise agreed in writing between the undertaker and National Grid, have effect.

Commencement Information

I67 Sch. 12 para. 17 in force at 25.10.2019, see [art. 1](#)

Interpretation **E+W**

18. 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 efficient than previously;

“apparatus” means any conduits, cables, lines, towers, ducts, pipes or other apparatus or equipment belonging to or maintained by National Grid for the purposes of electricity transmission, storage and distribution and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised development” has the same meaning as in article 2 (interpretation) and (unless otherwise specified) for the purposes of this Part of this Schedule shall include the use and maintenance of the authorised development;

“deeds of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“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;

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

“National Grid” means National Grid Electricity Transmission PLC (Company No. 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH; and

“specified works” means any of the authorised works or activities undertaken in association with the authorised development which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the promoter under paragraph 23(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the promoter under paragraph 23(2) or otherwise; and/or

- (c) includes any of the activities that are referred to in development near overhead lines EN43-8 and HSE's Guidance Note 6 'Avoidance of Danger from Overhead Lines'.

Commencement Information

I68 Sch. 12 para. 18 in force at 25.10.2019, see [art. 1](#)

19. Except for paragraphs 20 (apparatus in streets subject to temporary prohibition or restriction), 25 (retained apparatus: protection of National Grid as Electricity Undertaker), 26 (expenses) and 27 (indemnity) of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, this Part of 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.

Commencement Information

I69 Sch. 12 para. 19 in force at 25.10.2019, see [art. 1](#)

Apparatus of National Grid in streets subject to temporary prohibition or restriction **E+W**

20.—(1) Without prejudice to the generality of any other protection afforded to National Grid elsewhere in the Order, where any public right of way is stopped up under article 13 (permanent stopping up of public rights of way), if National Grid has any apparatus in the public right of way or accessed via that public right of way National Grid will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the promoter will grant to National Grid, or will procure the granting to the National Grid of, legal easements reasonably satisfactory to the specified undertaker in respect of such apparatus and access to it prior to the stopping up of any such public rights of way.

(2) Notwithstanding the temporary prohibition or restriction under the powers of article 12 (temporary stopping up of streets and public rights of way), National Grid shall be at liberty at all times to take all necessary access across any such street and/or to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

Commencement Information

I70 Sch. 12 para. 20 in force at 25.10.2019, see [art. 1](#)

Protective works to buildings **E+W**

21.—(1) The undertaker, in the case of the powers conferred by article 35 (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 and, if by reason of the exercise of those powers 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 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 (2), shall—

- (a) pay 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.

(2) 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 workmen; and National Grid will give to the undertaker reasonable notice of any claim or demand as previously described and no settlement or compromise thereof shall be made by National Grid, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Commencement Information

I71 Sch. 12 para. 21 in force at 25.10.2019, see [art. 1](#)

Acquisition of land **E+W**

22.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order the undertaker must not acquire any land interest or apparatus or override any easement or other interest of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) As a condition of agreement between the parties in paragraph 22(1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between National Grid and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of National Grid and/or affects the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker and National Grid must, as is reasonably required to reconcile any such conflict and/or to avoid any such breach, enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must not be materially less favourable on the whole to National Grid or the undertaker unless otherwise agreed by National Grid and/or the undertaker (as applicable), and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid as of right or other use in relation to the apparatus then the provisions in this Part of this Schedule shall prevail.

(4) Any agreement or consent granted by National Grid under paragraph 25 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under subparagraph (1).

Commencement Information

I72 Sch. 12 para. 22 in force at 25.10.2019, see [art. 1](#)

Removal of apparatus **E+W**

23.—(1) If, in the exercise of the agreement reached in accordance with paragraph 22 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 shall 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 comprised in the authorised development 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 shall, subject to sub-paragraph (3), afford to National Grid to their satisfaction (taking into account paragraph 24(1) below) the necessary facilities and rights for—

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

(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 shall 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 shall 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.

Commencement Information

I73 Sch. 12 para. 23 in force at 25.10.2019, see [art. 1](#)

Facilities and rights for alternative apparatus **E+W**

24.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to National Grid facilities and rights in land for the construction, use and maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights shall 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 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 in the matter shall be referred to arbitration under paragraph 31 and, the arbitrator shall 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. In respect of the appointment of an arbitrator under this sub-paragraph (2), paragraph 31 shall apply.

Commencement Information

I74 Sch. 12 para. 24 in force at 25.10.2019, see [art. 1](#)

Retained apparatus: protection of National Grid as Electricity Undertaker **E+W**

25.—(1) Not less than 56 days before the commencement of any specified works, the undertaker must submit to National Grid a plan and seek from National Grid details of the underground extent of their electricity tower foundations.

(2) In relation to works which will be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus, the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must in addition to the matters set out in sub-paragraph (2) include a method statement describing—

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and on-going maintenance of the cable route;
- (f) written details of the operations and maintenance regime for the cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid's engineers;

- (h) evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic.
- (4) The undertaker must not commence any works to which sub-paragraph (1), (2) or (3) applies until National Grid has given written approval of the plan so submitted.
- (5) Any approval of National Grid required under sub-paragraph (4)—
- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (6) or (8);
 - (b) must not be unreasonably withheld or delayed.
- (6) In relation to a work to which sub-paragraphs (1), (2) or (3) applies, National Grid may require such modifications to be made to the plans 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.
- (7) Works executed under sub-paragraphs (1), (2) or (3) must be executed only in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraphs (2), (3) or (6), as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (6), (8) and/or (9) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid shall be entitled to watch and inspect the execution of those works.
- (8) Where National Grid requires protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works shall be carried out to National Grid's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) to which sub-paragraph (1) applies and National Grid must give 56 days' notice of such works from the date of submission of a plan in line with sub-paragraphs (1), (2), (3) or (6) (except in an emergency).
- (9) If National Grid in accordance with sub-paragraph (6) or (8) 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 23 and 24 shall apply as if the removal of the apparatus had been required by the undertaker under paragraph 23(2).
- (10) 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 comprising the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.
- (11) The undertaker shall not be 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 notice as soon as is reasonably practicable and a plan of those works and shall—
- (a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and
 - (b) comply with sub-paragraph (12) at all times.
- (12) 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 ENA TS 43-8 and the Health and Safety Executive's guidance note 6 "Avoidance of Danger from Overhead Lines".
- (13) The plans submitted to National Grid by the undertaker pursuant to sub-paragraph (1) must be sent to National Grid Plant Protection at plantprotection@nationalgrid.com or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

Commencement Information

I75 Sch. 12 para. 25 in force at 25.10.2019, see [art. 1](#)

Expenses **E+W**

26.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to National Grid on demand all charges, costs and expenses reasonably anticipated or 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 or alternative 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 without limitation in the event that National Grid elects to use compulsory purchase powers to acquire any necessary rights under this Part of this paragraph 23(3) all costs incurred as a result of such action;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Schedule.

(2) There will 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 paragraph 31 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) shall be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs will 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 shall not 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 shall 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) shall, 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.

Commencement Information

I76 Sch. 12 para. 26 in force at 25.10.2019, see [art. 1](#)

Indemnity **E+W**

27.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of 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 him) 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 shall—

- (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 described.

(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 as a consequence of the authorised development or under its supervision will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not materially accord with the approved plan or as otherwise agreed between the undertaker and National Grid.

- (3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of—
- (a) 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; and
 - (b) any authorised development and/or any other works authorised by this Part of this Schedule carried out by National Grid pursuant to article 6(a) of the Order or as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or under article 7 of the Order subject to the proviso that once

such works become apparatus (“new apparatus”), any works yet to be executed and not falling within this sub-section (3)(b) shall be subject to the full terms of this Part of this Schedule including this paragraph 27 in respect of such new apparatus.

(4) National Grid must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering their representations.

Commencement Information

I77 Sch. 12 para. 27 in force at 25.10.2019, see [art. 1](#)

Enactments and agreements **E+W**

28. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid and the undertaker, nothing in this Part of this Schedule will affect 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.

Commencement Information

I78 Sch. 12 para. 28 in force at 25.10.2019, see [art. 1](#)

Co-operation **E+W**

29. National Grid and the undertaker must each use their best endeavours to co-ordinate with the other party on the timing and method of execution of any works carried out under the Order or this Part of this Schedule (including, for the avoidance of doubt, pursuant to paragraph 23(2) and paragraph 25) 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 the other party's operations.

Commencement Information

I79 Sch. 12 para. 29 in force at 25.10.2019, see [art. 1](#)

Access **E+W**

30. If in consequence of the agreement reached in accordance with paragraph 22(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker shall 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.

Commencement Information

I80 Sch. 12 para. 30 in force at 25.10.2019, see [art. 1](#)

Arbitration **E+W**

31.—(1) Any difference under this Part of this Schedule, unless otherwise provided for, shall be referred to and settled in arbitration by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

(2) Should the Secretary of State fail to make an appointment under paragraph (1) within 14 days of a referral, the referring party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.

Commencement Information

181 Sch. 12 para. 31 in force at 25.10.2019, see [art. 1](#)

PART 4 **E+W****FOR THE PROTECTION OF NATIONAL GRID GAS PLC****Application** **E+W**

32. For the protection of National Grid as referred to in this part of this Schedule the following provisions shall, unless otherwise agreed in writing between the undertaker and National Grid, have effect.

Commencement Information

182 Sch. 12 para. 32 in force at 25.10.2019, see [art. 1](#)

Interpretation **E+W**

33. 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 efficient than previously;

“apparatus” means any conduits, cables, lines, towers, ducts, pipes or other apparatus or equipment belonging to or maintained by National Grid for the purposes of gas transmission, storage and distribution and includes any structure in which Apparatus is or will be lodged or which gives or will give access to Apparatus;

“authorised development” has the same meaning as in article 2 (interpretation) and (unless otherwise specified) for the purposes of this Part of this Schedule shall include the use and maintenance of the authorised development;

“deeds of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the promoter to submit for the undertaker's approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“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;

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

“National Grid” means National Grid Gas PLC (Company No. 200600) whose registered office is at 1-3 Strand, London, WC2N 5EH; and

“specified works” means any of the authorised works or activities undertaken in association with the authorised development which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the promoter under paragraph 38(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the promoter under paragraph 38(2) or otherwise; and/or
- (c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (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/SSW/22).

Commencement Information

183 Sch. 12 para. 33 in force at 25.10.2019, see [art. 1](#)

34. Except for paragraphs 35 (apparatus in streets subject to temporary prohibition or restriction), 40 (retained apparatus: protection of National Grid as Gas Undertaker), 41 (expenses) and 42 (indemnity) of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, this Part of 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.

Commencement Information

184 Sch. 12 para. 34 in force at 25.10.2019, see [art. 1](#)

Apparatus of National Grid in streets subject to temporary prohibition or restriction **E+W**

35.—(1) Without prejudice to the generality of any other protection afforded to National Grid elsewhere in the Order, where any public right of way is stopped up under article 13 (permanent

stopping up of public rights of way), if National Grid has any apparatus in the public right of way or accessed via that public right of way National Grid will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the promoter will grant to National Grid, or will procure the granting to the National Grid of, legal easements reasonably satisfactory to the specified undertaker in respect of such apparatus and access to it prior to the stopping up of any such public rights of way.

(2) Notwithstanding the temporary prohibition or restriction under the powers of article 12 (temporary stopping up of streets and public rights of way), National Grid shall be at liberty at all times to take all necessary access across any such street and/or to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

Commencement Information

I85 Sch. 12 para. 35 in force at 25.10.2019, see [art. 1](#)

Protective works to buildings **E+W**

36.—(1) The undertaker, in the case of the powers conferred by article 35 (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 and, if by reason of the exercise of those powers 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 gas 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 (2), shall—

- (a) pay 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.

(2) 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 workmen; and National Grid will give to the undertaker reasonable notice of any claim or demand as previously described and no settlement or compromise thereof shall be made by National Grid, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Commencement Information

I86 Sch. 12 para. 36 in force at 25.10.2019, see [art. 1](#)

Acquisition of land **E+W**

37.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order the undertaker must not acquire any land interest or apparatus or override any easement or other interest of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) As a condition of agreement between the parties in paragraph 37(1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between

National Grid and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of National Grid and/or affects the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker and National Grid must, as is reasonably required to reconcile any such conflict and/or to avoid any such breach, enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must not be materially less favourable on the whole to National Grid or the undertaker unless otherwise agreed by National Grid and/or the undertaker (as applicable), and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid as of right or other use in relation to the apparatus then the provisions in this Part of this Schedule shall prevail.

(4) Any agreement or consent granted by National Grid under paragraph 40 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph 37(1)

Commencement Information

I87 Sch. 12 para. 37 in force at 25.10.2019, see [art. 1](#)

Removal of apparatus **E+W**

38.—(1) If, in the exercise of the agreement reached in accordance with paragraph 37 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 shall 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 comprised in the authorised development 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 shall, subject to sub-paragraph (3), afford to National Grid to their satisfaction (taking into account paragraph 39(1) below) the necessary facilities and rights for—

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

(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 shall 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 shall 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.

Commencement Information

188 Sch. 12 para. 38 in force at 25.10.2019, see [art. 1](#)

Facilities and rights for alternative apparatus **E+W**

39.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to National Grid facilities and rights in land for the construction, use and maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights shall 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 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 in the matter shall be referred to arbitration under paragraph 46 and, the arbitrator shall 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. In respect of the appointment of an arbitrator under this sub-paragraph (2), paragraph 46 shall apply.

Commencement Information

189 Sch. 12 para. 39 in force at 25.10.2019, see [art. 1](#)

Retained apparatus: protection of National Grid as Gas Undertaker **E+W**

40.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid a plan.

(2) The plan to be submitted to the undertaker pursuant to sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;
- (d) the position of all apparatus;

- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
 - (f) intended maintenance regimes; and
 - (g) details of any ground monitoring scheme (if required in accordance with National Grid's "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22".)
- (3) The undertaker must not commence any works to which sub-paragraph (1) and (2) applies until National Grid has given written approval of the plan so submitted.
- (4) Any approval of National Grid required under sub-paragraph (3)—
- (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) and (2) applies, National Grid may require such modifications to be made to the plans 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 sub-paragraphs (1) and (2) must be executed only in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (7) and/or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid shall be entitled to watch and inspect the execution of those works.
- (7) Where National Grid requires protective works to be carried out either themselves or by the undertaker (whether of a temporary or permanent nature) such protective works shall be carried out to National Grid's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) to which sub-paragraph (1) applies and National Grid must give 56 days' notice of such works from the date of submission of a plan in line with sub-paragraph (1) or (2) (except in an emergency).
- (8) If National Grid 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 38 and 39 shall apply as if the removal of the apparatus had been required by the undertaker under paragraph 38(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 comprising the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.
- (10) The undertaker shall not be 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 notice as soon as is reasonably practicable and a plan of those works and shall—
- (a) comply with sub-paragraph (5), (6) and (7) insofar 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 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 the Health and Safety Executive's "HS(~G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme except that National Grid retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 42.

(13) The plans submitted to National Grid by the undertaker pursuant to sub-paragraph (1) must be sent to National Grid Plant Protection at plantprotection@nationalgrid.com or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

Commencement Information

190 Sch. 12 para. 40 in force at 25.10.2019, see [art. 1](#)

Expenses **E+W**

41.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to National Grid on demand all charges, costs and expenses reasonably anticipated or 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 or alternative 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 without limitation in the event that National Grid elects to use compulsory purchase powers to acquire any necessary rights under paragraph 38(3) all costs incurred as a result of such action;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will 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 paragraph 46 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) shall be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs will 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 shall not 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 shall 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) shall, 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.

Commencement Information

191 Sch. 12 para. 41 in force at 25.10.2019, see [art. 1](#)

Indemnity **E+W**

42.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of 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 him) 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 shall—

- (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 described.

(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 as a consequence of the authorised development or under its supervision will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not materially accord with the approved plan or as otherwise agreed between the undertaker and National Grid.

- (3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of—
- (a) 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; and
 - (b) any authorised development and/or any other works authorised by this Part of this Schedule carried out by National Grid pursuant to article 6(a) of the Order or as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or under article 7 of the Order subject to the proviso that once such works become apparatus (“new apparatus”), any works yet to be executed and not falling within this sub-section 3(b) shall be subject to the full terms of this Part of this Schedule including this paragraph 42 in respect of such new apparatus.
- (4) National Grid must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering their representations.

Commencement Information

I92 Sch. 12 para. 42 in force at 25.10.2019, see [art. 1](#)

Enactments and agreements **E+W**

43. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid and the undertaker, nothing in this Part of this Schedule will affect 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.

Commencement Information

I93 Sch. 12 para. 43 in force at 25.10.2019, see [art. 1](#)

Co-operation **E+W**

44. National Grid and the undertaker must each use their best endeavours to co-ordinate with the other party on the timing and method of execution of any works carried out under the Order or this Part of this Schedule (including, for the avoidance of doubt, pursuant to paragraph 38(2) and paragraph 40) 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 the other party's operations.

Commencement Information

I94 Sch. 12 para. 44 in force at 25.10.2019, see [art. 1](#)

Access **E+W**

45. If in consequence of the agreement reached in accordance with paragraph 37(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker shall 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.

Commencement Information

I95 Sch. 12 para. 45 in force at 25.10.2019, see [art. 1](#)

Arbitration **E+W**

46.—(1) Any difference under this Part of this Schedule, unless otherwise provided for, shall be referred to and settled in arbitration by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

(2) Should the Secretary of State fail to make an appointment under paragraph (1) within 14 days of a referral, the referring party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.

Commencement Information

I96 Sch. 12 para. 46 in force at 25.10.2019, see [art. 1](#)

PART 5 **E+W**

**FOR THE PROTECTION OF NORTHERN POWERGRID
(YORKSHIRE) PLC AND NORTHERN POWERGRID LIMITED**

47. For the protection of Northern Powergrid (Yorkshire) Plc and Northern Powergrid Limited the following provisions have effect, unless otherwise agreed in writing between the undertaker and Northern Powergrid.

Commencement Information

I97 Sch. 12 para. 47 in force at 25.10.2019, see [art. 1](#)

48. In this part of this Schedule—

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

“apparatus” means electric lines or electrical plant (as defined in the Electricity Act 1989 ^{M9}), belonging to or maintained by Northern Powergrid;

“functions” includes powers and duties;

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

“Northern Powergrid” means Northern Powergrid (Yorkshire) Plc (Company No. 04112320) whose registered office is at Lloyds Court, 78 Grey Street, Newcastle Upon Tyne, NE1 6AF and Northern Powergrid Limited (Company No. 03271033) whose registered office is at Lloyds Court, 78 Grey Street, Newcastle Upon Tyne, NE1 6AF.

Commencement Information

I98 Sch. 12 para. 48 in force at 25.10.2019, see [art. 1](#)

Marginal Citations

M9 1989 c.29.

49. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 12 (temporary stopping up of streets and public rights of way), Northern Powergrid is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

Commencement Information

I99 Sch. 12 para. 49 in force at 25.10.2019, see [art. 1](#)

50. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Commencement Information

I100 Sch. 12 para. 50 in force at 25.10.2019, see [art. 1](#)

51.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that Northern Powergrid's apparatus is relocated or diverted, that apparatus must not be removed under this part of this Schedule, and any right of Northern Powergrid to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided pursuant to a completed easement, all to the reasonable satisfaction of Northern Powergrid in accordance with sub-paragraphs 51(2) to 51(7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Northern Powergrid written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Northern Powergrid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph 51(3), afford to Northern Powergrid the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(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 51(2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Northern Powergrid must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

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

Northern Powergrid and the undertaker or in default of agreement settled by arbitration in accordance with paragraph 63.

(5) Northern Powergrid must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with paragraph 63, and after the grant to Northern Powergrid of any such facilities and rights as are referred to in sub-paragraph 51(2) or 51(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.

(6) Regardless of anything in sub-paragraph 51(5), if the undertaker gives notice in writing to Northern Powergrid that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by Northern Powergrid, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Northern Powergrid.

(7) Nothing in sub-paragraph 51(6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

Commencement Information

I101 Sch. 12 para. 51 in force at 25.10.2019, see [art. 1](#)

52.—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to Northern Powergrid facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Northern Powergrid or in default of agreement settled by arbitration in accordance with paragraph 63.

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Northern Powergrid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Northern Powergrid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Commencement Information

I102 Sch. 12 para. 52 in force at 25.10.2019, see [art. 1](#)

53.—(1) Not less than ninety days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 51(2), the undertaker must submit to Northern Powergrid a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph 53(1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph 53(3) by Northern Powergrid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Northern Powergrid is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Northern Powergrid under sub-paragraph 53(2) must be made within a period of twenty-one days beginning with the date on which a plan, section and description under sub-paragraph 53(1) are submitted to it.

(4) If Northern Powergrid in accordance with sub-paragraph 53(3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 47 to 52 apply as if the removal of the apparatus had been required by the undertaker under paragraph 51(2).

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

(6) The undertaker is not required to comply with sub-paragraph 53(1) in a case of emergency but in that case it must give to Northern Powergrid notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph 53(2) in so far as is reasonably practicable in the circumstances.

Commencement Information

I103 Sch. 12 para. 53 in force at 25.10.2019, see [art. 1](#)

54.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Northern Powergrid the reasonable expenses incurred by Northern Powergrid—

- (a) in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 51(2); and
- (b) in assessing and preparing a design for its apparatus to address and accommodate the proposals of the undertaker whether or not the undertaker proceeds to implement those proposals or alternative or none at all,

provided that if it so prefers Northern Powergrid may abandon apparatus that the undertaker does not seek to remove in accordance with paragraph 51(1) having first decommissioned such equipment.

(2) There is to be deducted from any sum payable under sub-paragraph 54(1) the value of any apparatus removed under the provisions of this part of this Schedule, that value being calculated after removal and for the avoidance of doubt, if the apparatus removed under the provisions of this part of this Schedule has nil value, no sum will be deducted from the amount payable under sub-paragraph 54(1).

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

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

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 63 to be necessary, then, if such placing involves cost in the construction of works under this part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-

paragraph would be payable to Northern Powergrid by virtue of sub-paragraph 54(1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph 54(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 where such extension is required in consequence of the execution of any such works as are referred to in paragraph 51(2); and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to Northern Powergrid in respect of works by virtue of sub-paragraph 54(1), 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 Northern Powergrid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

Commencement Information

I104 Sch. 12 para. 54 in force at 25.10.2019, see [art. 1](#)

55.—(1) Subject to sub-paragraphs 55(2) and 55(3), if by reason or in consequence of the construction of any of the works referred to in paragraph 51(2), 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 Northern Powergrid, or there is any interruption in any service provided by Northern Powergrid, the undertaker must—

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

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph 55(1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Northern Powergrid, its officers, servants, contractors or agents.

(3) Northern Powergrid must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Commencement Information

I105 Sch. 12 para. 55 in force at 25.10.2019, see [art. 1](#)

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

Commencement Information

I106 Sch. 12 para. 56 in force at 25.10.2019, see [art. 1](#)

57. Without prejudice to the generality of the protective provisions in this part of the Schedule, Northern Powergrid must from time to time submit to the undertaker estimates of reasonable costs and expenses it expects to incur in relation to the implementation of any diversions or relocation of apparatus contemplated under this part of the Schedule.

Commencement Information

I107 Sch. 12 para. 57 in force at 25.10.2019, see [art. 1](#)

58. Northern Powergrid and the undertaker will use their reasonable endeavours to agree the amount of any estimates submitted by the electricity undertaker under paragraph 57 within 15 working days following receipt of such estimates by the undertaker. The undertaker must confirm its agreement to the amount of such estimates in writing and must not unreasonably withhold or delay such agreement. If the parties are unable to agree the amount of an estimate, it will be dealt with in accordance with paragraph 63.

Commencement Information

I108 Sch. 12 para. 58 in force at 25.10.2019, see [art. 1](#)

59. Work in relation to which an estimate is submitted must not be commenced by Northern Powergrid until that estimate is agreed with the undertaker in writing and a purchase order up to the value of the approved estimate has been issued by the undertaker to Northern Powergrid and an easement for the routes of the apparatus has been granted to the electricity undertaker pursuant to paragraph 51(1) for the benefit of its statutory undertaking.

Commencement Information

I109 Sch. 12 para. 59 in force at 25.10.2019, see [art. 1](#)

60. If Northern Powergrid at any time becomes aware that an estimate agreed is likely to be exceeded, it must forthwith notify the undertaker and must submit a revised estimate of the relevant costs and expenses to the undertaker for agreement.

Commencement Information

I110 Sch. 12 para. 60 in force at 25.10.2019, see [art. 1](#)

61. Northern Powergrid may from time to time and at least monthly from the date of this Order issue to the undertaker invoices for costs and expenses incurred up to the date of the relevant invoice, for the amount of the relevant estimate agreed. Invoices issued to the undertaker for payment must—

- (a) specify the approved purchase order number; and
- (b) be supported by timesheets and narratives that demonstrates that the work invoiced has been completed in accordance with the agreed estimate.

Commencement Information

I111 Sch. 12 para. 61 in force at 25.10.2019, see [art. 1](#)

62. The undertaker will not be responsible for meeting costs or expenses in excess of an agreed estimate, other than where agreed under paragraph 60 above.

Commencement Information

I112 Sch. 12 para. 62 in force at 25.10.2019, see [art. 1](#)

63. Any difference under the provisions of this part of the Schedule, unless otherwise provided for, is to be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) by an independent electrical engineer by or on behalf of the President for the time being of the Institute of Engineering and Technology.

Commencement Information

I113 Sch. 12 para. 63 in force at 25.10.2019, see [art. 1](#)

SCHEDULE 13 **E+W**

Article 2

DESIGN PARAMETERS

PART 1 **E+W**

TEMPORARY CONSTRUCTION PARAMETERS

Commencement Information

I114 Sch. 13 Pt. 1 in force at 25.10.2019, see [art. 1](#)

Table 12

<i>Component</i>	<i>Work No.</i>	<i>Maximum length (m)</i>	<i>Maximum width (m)</i>	<i>Maximum height (m AGL)</i>	<i>Maximum height (m AOD)</i>
Pedestrian Bridge	9A(iii)	33	10	11.5	17

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

PART 2 E+W

UNIT X PARAMETERS

Commencement Information

II15 Sch. 13 Pt. 2 in force at 25.10.2019, see [art. 1](#)

Table 13

<i>Component</i>	<i>Work No.</i>	<i>Maximum length (m)</i>	<i>Maximum width (m)</i>	<i>Maximum height (m AGL)</i>	<i>Maximum height (m AOD)</i>
Turbine hall building	1A(ii)	87	23	28	34
Heat recovery steam generator building (up to two)	1A(iv)	55	29	49	55
Exhaust gas emission stacks (up to two)	1A(iv)	–	–	123	129
Bypass stack (up to two) (excluding supporting structures)	1A(v)	–	–	123	129
Transformers	1A(vi)	36	20	11	17
Gas turbine air inlet filter house	1A(vii)	26	27	35	41
Power control centre	1A(viii)	17	17	6	12
Turbine outage store building (up to two)	1A(xiv)	113	43	28	34
Fuel gas station (up to two)	1A(xvi)	26	19	7	13
Main pipe rack	1B(i)	600	12	25	31
Battery storage facility including any structure (where	3A	180	60	10	16

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

constructed in its entirety in a single stage being stage 1)					
Battery storage facility including any structure (where constructed in two stages being stage 1 and stage 2)	3A	90	60	10	16
Gas insulated switchgear banking building	4A	18	12	11	17
Control room building for gas insulated switchgear	4A	26	12	11	17
Gas receiving facility (GRF) Compound	5	85	85	10	16
Pig Trap Facility (Launching) Compound	6B	30	30	5	10
Minimum Offtake Connection	6A	30	30	5	10
Reinstatement of sludge lagoon	12A	82	55	–	–

Table 14

<i>Component</i>	<i>Work No.</i>	<i>Minimum height (m AGL)</i>	<i>Minimum height (m AOD)</i>
Exhaust gas emission flue stacks (up to two)	1A(iv)	122.5	128.5
Bypass Stack (up to two) (excluding supporting structures)	1A(v)	122.5	128.5

PART 3 E+W

UNIT Y PARAMETERS

Commencement Information

I116 Sch. 13 Pt. 3 in force at 25.10.2019, see [art. 1](#)

Table 15

<i>Component</i>	<i>Work No.</i>	<i>Maximum length (m)</i>	<i>Maximum width (m)</i>	<i>Maximum height (m AGL)</i>	<i>Maximum height (m AOD)</i>
Turbine hall building	2A(ii)	92	23	28	34
Heat recovery steam generator building (up to two)	2A(iv)	55	29	49	55
Exhaust gas emission stacks (up to two)	2A(iv)	–	–	123	129
Bypass stack (up to two)	2A(v)	–	–	123	129
Transformers	2A(vi)	36	20	11	17
Gas turbine air inlet filter house	2A(vii)	26	27	35	41
Power control centre	2A(viii)	17	17	6	12
Fuel gas station (up to two)	2A(xv)	26	19	7	13
Main pipe rack	2B(i)	1100	12	25	31
Battery storage facility including any structure (where constructed in two stages being stage 1 and stage 2)	3B	90	60	10	16
Gas insulated switchgear	4B	18	12	11	17

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

banking building or extension to 4A building					
Sludge lagoon (up to two)	12B	82	55	—	—
Cable Sealing End Compound	8B(ii)	35	28	20	26

Table 16

<i>Component</i>	<i>Work No.</i>	<i>Minimum height (m AGL)</i>	<i>Minimum height (m AOD)</i>
Exhaust gas emission flue stack (up to two)	2A(iv)	122.5	128.5
Bypass stack (up to two)	2A(v)	122.5	128.5

SCHEDULE 14 **E+W**

Article 40

DOCUMENTS AND PLANS TO BE CERTIFIED

Commencement Information
II17 Sch. 14 in force at 25.10.2019, see art. 1

Table 17

<i>(1) Document name</i>	<i>(2) Document reference</i>	<i>(3) Revision number</i>	<i>(4) Date</i>
the access and rights of way plans	Key plan: 2.4	01	21.05.2018
	Sheet 2: 2.4	02	07.11.2018
	Sheet 3: 2.4	01	21.05.2018
	Sheet 4: 2.4	01	21.05.2018
	Sheet 5: 2.4	02	06.12.2018
	Sheet 6: 2.4	01	21.05.2018
	Sheet 7: 2.4	01	21.05.2018
	Sheet 8: 2.4	01	21.05.2018
	Sheet 9: 2.4	01	21.05.2018
	Sheet 10: 2.4	01	21.05.2018

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

	Sheet 11: 2.4	01	21.05.2018
	Sheet 12: 2.4	01	21.05.2018
	Sheet 13: 2.4	01	21.05.2018
	Sheet 14: 2.4	01	21.05.2018
	Sheet 15: 2.4	01	21.05.2018
	Sheet 16: 2.4	01	21.05.2018
	Sheet 17: 2.4	01	21.05.2018
	Sheet 18: 2.4	01	21.05.2018
	Sheet 19: 2.4	01	21.05.2018
	Sheet 20: 2.4	01	21.05.2018
	Sheet 21: 2.4	01	21.05.2018
	Sheet 22: 2.4	01	21.05.2018
	Sheet 23: 2.4	01	21.05.2018
the application guide	1.2	[^{F2} 014]	[^{F2} 03.04.2019]
the book of reference	4.3A	007	21.03.2019
the CHP statement	5.6	002	22.11.2018
the environmental statement	environmental statement volume 1: 6.1 (excluding chapter 3)	001 (excluding chapter 3)	29.05.2018 (excluding chapter 3)
	environmental statement volume 1: 6.1 (chapter 3)	002	30.01.2019
	environmental statement volume 2: 6.2		
	appendices 1.1, 1.2, 3.1, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 6.1, 6.2, 6.3, 7.1, 7.2, 7.3, 8.1, 8.2, 8.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10.1, 10.2, 10.3, 10.4, 10.5, 11.1, 15.1, 16.1, 16.2, 16.3, 16.4, 17.1, 17.2, 17.3	001	29.05.2018 [^{F3} (submission date)]
	appendix 9.10	003	[^{F2} 28.03.2019]
	appendices 5.1 and 5.2	003	13.12.2018
	environmental statement volume 3: [^{F3} 6.3]	001	[^{F2} 22.05.2018]

	breeding bird survey: 001	[^{F2} September 2018]
	8.4.2	
	reptile survey: 8.4.3 001	[^{F2} 20.09.2018]
	bat activity survey: 001	[^{F2} October 2018]
	8.4.4	
	cover letter in relation N/A	08.11.2018
	to removal of stage 0,	
	the site reconfiguration	
	works, from the	
	application	
	removal of stage 001	[^{F2} 07.11.2018]
	0 mitigation review:	
	8.5.5	
	assessment of non- 001	[^{F2} 14.11.2018]
	material amendments	
	to proposed scheme:	
	8.4.8	
	errata – environmental 001	[^{F2} 03.10.2018]
	statement (chapters 7, 8	
	and 11): 8.3.1	
	update to the 001	[^{F2} 15.11.2018]
	cumulative	
	assessment: 8.4.9	
the flood risk	6.8 003	08.11.2018
assessment		
the land plans	Key plan: 2.2 03	[^{F2} 06.11.2018]
	Sheet 2: 2.2 04	04.01.2019
	Sheet 3: 2.2 03	06.11.2018
	Sheet 4: 2.2 03	06.11.2018
	Sheet 5: 2.2 04	04.01.2019
	Sheet 6: 2.2 03	06.11.2018
	Sheet 7: 2.2 02	07.11.2018
	Sheet 8: 2.2 03	06.11.2018
	Sheet 9: 2.2 02	07.11.2018
the outline construction	6.5 005	[^{F2} 18.03.2018]
environmental		
management plan		
the outline construction	6.2.5.2 003	13.12.2018
traffic management		
plan		
the outline construction	6.2.5.1 003	13.12.2018
worker travel plan		

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

the outline public right of way management plan	8.4.6	[^{F2} 003]	20.02.2019
the outline landscape and biodiversity strategy	6.7	005	28.03.2019
the works plans	Key plan: 2.3A	04	13.12.2018
	Sheet 2: 2.3A	02	22.10.2018
	Sheet 3: 2.3A	01	16.05.2018
	Sheet 4: 2.3A	01	16.05.2018
	Sheet 5: 2.3A	02	22.10.2018
	Sheet 6: 2.3A	02	22.10.2018
	Sheet 7: 2.3A	02	22.10.2018
	Sheet 8: 2.3A	01	16.05.2018
	Sheet 9: 2.3A	01	16.05.2018
	Sheet 10: 2.3A	02	22.10.2018
	Sheet 11: 2.3A	02	22.10.2018
	Sheet 12: 2.3A	01	16.05.2018
	Sheet 13: 2.3A	01	16.05.2018
	Sheet 14: 2.3A	01	16.05.2018
	Sheet 15: 2.3A	01	16.05.2018
	Sheet 16: 2.3A	01	16.05.2018
	Sheet 17: 2.3A	01	16.05.2018
	Sheet 18: 2.3A	01	16.05.2018
	Sheet 19: 2.3A	02	22.10.2018
	Sheet 20: 2.3A	01	16.05.2018
	Sheet 21: 2.3A	02	22.10.2018
	Sheet 22: 2.3A	01	16.05.2018
	Sheet 23: 2.3A	01	16.05.2018
	Sheet 24: 2.3A	03	22.10.2018
	Sheet 25: 2.3A	02	22.10.2018
	Sheet 26: 2.3A	02	29.06.2018
	Sheet 27: 2.3A	01	16.05.2018
	Sheet 28: 2.3A	01	16.05.2018
	Sheet 29: 2.3A	01	16.05.2018
	Sheet 30: 2.3A	02	22.10.2018

Changes to legislation: There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019. (See end of Document for details)

Sheet 31: 2.3A	02	22.10.2018
Sheet 32: 2.3A	02	22.10.2018
Sheet 33: 2.3A	01	16.05.2018
Sheet 34: 2.3A	01	16.05.2018
Sheet 35: 2.3A	01	09.05.2018
Sheet 36: 2.3A	01	16.05.2018
Sheet 37: 2.3A	02	22.10.2018
Sheet 38: 2.3A	01	16.05.2018
Sheet 39: 2.3A	01	16.05.2018
Sheet 40: 2.3A	01	16.05.2018
Sheet 41: 2.3A	01	16.05.2018
Sheet 42: 2.3A	01	16.05.2018]

Textual Amendments

- F2** Words in Sch. 14 Table 17 substituted (19.8.2020) by [The Drax Power \(Generating Stations\) \(Correction\) Order 2020 \(S.I. 2020/879\), art. 1\(2\), Sch.](#)
- F3** Words in Sch. 14 Table 17 inserted (19.8.2020) by [The Drax Power \(Generating Stations\) \(Correction\) Order 2020 \(S.I. 2020/879\), art. 1\(2\), Sch.](#)

Changes to legislation:

There are currently no known outstanding effects for the The Drax Power (Generating Stations) Order 2019.