
STATUTORY INSTRUMENTS

2022 No. 1070

The A47/A11 Thickthorn Junction
Development Consent Order 2022

PART 2

PRINCIPAL POWERS

Consent to transfer benefit of Order

10.—(1) Subject to paragraph (4) the undertaker may with the written consent of the Secretary of State—

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order and such related statutory rights as may be agreed between the undertaker and the transferee;
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed.

(2) Where an agreement has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (4), include references to the transferee or the lessee.

(3) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (1) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker, save where those benefits or rights are exercised by a statutory undertaker or by an owner or occupier of land pursuant to paragraph (2) of article 27 (compulsory acquisition of rights and imposition of restrictive covenants) of this Order, in which case liability for the payment of compensation remains with the undertaker.

(4) The consent of the Secretary of State is not required for a “transfer of grant” under this article where the transfer or grant is made to—

- (a) Cadent for the purposes of undertaking any works relating to its apparatus set out in Work No. 40;
- (b) Anglian Water for the purposes of undertaking any works relating to its apparatus set out in Work Nos. 34, 37, 38, 40, 47, 49;
- (c) UKPN for the purposes of undertaking any works relating to its apparatus set out in Work Nos. 36, 37, 38, 40, 42, 48;
- (d) Openreach for the purposes of undertaking any works relating to its apparatus set out in Work Nos. 1, 37, 38, 40;
- (e) Virgin Media for the purposes of undertaking any works relating to its apparatus set out in Work Nos. 40, 41;
- (f) Vodafone for the purposes of undertaking any works relating to its apparatus set out in Work No. 46.