

SCHEDULES

SCHEDULE 1

Article 2

AUTHORISED DEVELOPMENT

Commencement Information

II Sch. 1 in force at 4.11.2022, see [art. 1](#)

In the administrative areas of Norfolk County Council and South Norfolk District Council

The authorised development is a nationally significant infrastructure project as defined in sections 14 (nationally significant infrastructure projects: general)(**1**) and 22 (highways)(**2**) of the 2008 Act and associated development as defined in section 115(2) (development for which development consent may be granted)(**3**) of the 2008 Act, comprising:

Work No. 1 – works to existing B1172 Norwich Road to create a new junction between B1172 Norwich Road and the Cantley Lane Link Road (Work No. 2) including an access to the new Cantley Lane Link Road and a ghost island turning provision together with associated utilities diversions, embankments and drainage, as shown on sheet 5 of the works plans;

Work No. 2 – a new 949 metre length of carriageway and footways, embankment, approaches and associated drainage to form the new Cantley Lane Link Road from a point connecting to the new junction at B1172 Norwich Road (Work No. 1) to its connection with Cantley Lane South including private accesses for the construction compounds (Work Nos. 3 and 5), shown on sheets 3 and 5 of the works plans;

Work No. 3 – a temporary construction compound and material storage and processing area south-west of the new B1172 Norwich Road and Cantley Lane Link Road junction (Work No. 1) shown on sheet 5 of the works plans;

Work No. 4 – a new drainage basin and associated drainage, west of Cantley Lane Link Road, between B1172 Norwich Road and the A11, outfalling into Cantley Stream, shown on sheet 3 of the works plans;

Work No. 5 – a temporary construction compound and material storage and processing area south-east of the new B1172 Norwich Road and Cantley Lane Link Road junction (Work No. 1) shown on sheet number 5 of the works plans;

Work No. 6 – a new detention basin and associated drainage south of the A47 and east of Cantley Lane South, outfalling into Cantley Stream, shown on sheet 7 of the works plans;

Work No. 7 – a temporary material storage area south of the Thickthorn Park and Ride’s proposed extension area and east of Cantley Lane Link Road (Work No. 2) shown on sheets 3, 5 and 6 of the works plans;

(1) There are amendments to section 14 which are not relevant to this Order.

(2) Section 22 was substituted by [S.I. 2013/1883](#) and amended by section 1(6) of, and paragraph 153 of Schedule 1 to, the Infrastructure Act 2015 (c. 7).

(3) Section 115(2) was amended by section 160(1) and (3) of the Housing and Planning Act 2016 (c. 22). There are other amendments to section 115(2) which are not relevant to this Order.

Work No. 8 – vegetation stripping and temporary fencing required to relocate watervoles in the section of Cantley Stream between Cantley Lane South and the A47 shown on sheets 3 and 7 of the works plans;

Work No. 9 – a new drivable maintenance access track to the drainage basin west of Cantley Lane Link Road (Work No. 4) and associated drainage, shown on sheet 5 of the works plans;

Work No. 10 – a new Cantley Lane Underpass structure, embankments, drainage, and access ramps beneath the A47 to accommodate the proposed A11/A47 Connector Road (Work No. 24) shown on sheet 6 of the works plans;

Work No. 11 – extension of the existing driveable access track through the bridge extension (Work No. 31) under the A11/A47 Connector Road (Work No. 24), shown on sheet 3 of the works plans;

Work No. 12 – a new driveable access track and associated drainage, east of the A11, west of Cantley Lane South and south of Cantley Stream, between Cantley Lane South for 383 metres to the extended Cantley Stream underpass (Work No.31), shown on sheet 3 of the works plans;

Work No. 13 – works to realign Cantley Stream to accommodate the Cantley Lane Link Road (Work No. 2) and its new junction with the realigned Cantley Lane South (Work No. 14), shown on sheet 3 of the works plans;

Work No. 14 – a combination of new and realigned carriageway either side of the new junction with Cantley Lane Link Road (Work No. 2) consisting of new carriageway, footways, embankments, approaches, associated drainage, improvements to private accesses to form the realigned Cantley Lane South, shown on sheet 3 of the works plans;

Work No. 15 – a new driveable access track from the realigned Cantley Lane South (Work No.14) to an existing property to the west, shown on sheet 3 on the works plans;

Work No. 16 – a new driveable access track from Cantley Lane South, north of the new junction with the Cantley Lane Link Road (Work No.2) to existing properties to the east, shown on sheet 3 on the works plans;

Work No. 17 – a new drivable maintenance access track running southwards for 213 metres to the detention basin south of the A47 (Work No. 6), including embankments, approaches, associated drainage and private field accesses, shown on sheet 7 of the works plans;

Work No. 18 – a new carriageway, drainage, embankments and associated access ramps from Cantley Lane Footbridge Cringleford (Work No. 35) and over the A47 connecting Cantley Lane South (south west of A47) for 356 metres to Cantley Lane (north east of A47), shown on sheet 7 of the works plans;

Work No. 19 – a new Ward’s Wood Underpass structure, embankments, drainage and access ramps, beneath the A11 to accommodate the proposed A11/A47 Connector Road shown on sheet 6 of the works plans;

Work No. 20 – a new Cantley Wood Overbridge structure, embankments, drainage and access ramps to the new bridge structure over the A11 to accommodate the proposed Cantley Lane Link Road (Work No. 2) shown on sheet 3 of the works plans;

Work No. 21 – existing carriageway altered to provide new A47 southbound merge slip road, embankments, approaches, and associated drainage connecting Thickthorn junction to the A47 southbound, shown on sheets 6 and 7 of the works plans;

Work No. 22 – a new driveable access track from Cantley Lane South for 258 metres to the fields north of Big Wood, shown on sheets 3 and 6 of the works plans;

Work No. 23 – two earthwork landscaping bunds on the south side of the A11/A47 connector road (Work No. 24), shown on sheet 6 of the works plans;

Work No. 24 – a new 1516 metre length of carriageway, embankments and associated drainage to form the A11/A47 Connector Road, taking traffic from the A11 northbound to the A47 southbound

and works associated with the stopping up of Cantley Lane, shown on sheets 2, 3, 6 and 7 of the works plans;

Work No. 25 – earthwork landscaping bund south of Thickthorn junction and north of the A11/A47 Connector Road (Work No.24), between the A11 and A47, shown on sheet 6 of the works plans;

Work No. 26 – existing carriageway altered and new carriageway and footway, embankment and associated drainage to form the segregated left turn lane from the A47 westbound approach to the A11 southbound, shown on sheet 6 of the works plans;

Work No. 27 – resurfacing, signing, lining and ducting around Thickthorn junction and widening of the southern side of Thickthorn junction, construction of a maintenance bay and associated roundabout works shown on sheet 6 of the works plans;

Work No. 28 – improvement works to the existing A11 approaching Thickthorn junction, including signing and lining works shown on sheet 6 of the works plans;

Work No. 29 – alteration of the existing carriageway at the junction of Station Lane with the A11, including a new entry slip road, new carriageway, embankments and associated drainage, shown on sheet 1 of the works plans;

Work No. 30 – central construction compound and material storage and processing area east of A11 and north of Big Wood and Cantley Stream, as shown on sheets 3 and 6 of the works plans;

Work No. 31 – extension of the existing A11 bridge structure under the A11 to accommodate the new A11/A47 Connector Road (Work No. 24); shown on sheet 3 of the works plans;

Work No. 32 – construction compound and material storage and processing area east of the A47 and south of Cantley Lane shown on sheet 7 of the works plans;

Work No. 33 – Cantley Stream culvert structure underneath the realigned Cantley Lane South (Work No. 14), shown on sheet 3 of the works plans;

Work No. 34 – diversion of surface water sewer west of the A11 between Cantley Lane Link Road (Work No.2) and Cantley Stream, shown on sheet numbers 3, 5 and 6 of the works plans;

Work No. 35 – new bridge structure for Cantley Lane Footbridge (Cringleford) carrying the new carriageway (Work No. 18) from Cantley Lane South (south west of A47) over the A47 to Cantley Lane (north east of A47), shown on sheet 7 of the works plans;

Work No. 36 – diversion and removal of electricity cables south of the A47 between the A11 and Cantley Lane South to accommodate Work Nos. 21, 22, 23, 24 and 25 shown on sheets 3 and 6 of the works plans;

Work No. 37 – diversion and removal of electricity cables and electronic communications at Cantley Lane South, shown on sheet numbers 3 and 7 of the works plans;

Work No. 38 – diversion and removal of potable water pipelines, electricity cables, sewer pipelines and electronic communications east and west of Cantley Lane South to accommodate Work Nos. 2, 12, 13, 14, 15 and 33, shown on sheet number 3 of the works plans;

Work No. 39 – demolition of existing footbridge over the A47 linking Cantley Lane with Cantley Lane South shown on sheet no 7 of the works plans;

Work No. 40 – diversion and removal of potable water pipelines, electricity cables, gas main and electronic communications on both sides of and crossing underneath the A47 to accommodate Work Nos. 18 and 24, shown on sheet number 7 of the works plans;

Work No. 41 – diversion of electronic communications north of Cantley Lane along the east side of the A47 and the new A11/A47 Connector Road (Work No. 24) to accommodate Work Nos. 21, 24, 26, 27 and 39, shown on sheets 6 and 7 of the works plans;

Work No. 42 – diversion and removal of 132kv electricity cables north east of the A47 to accommodate Work Nos. 21, 22, 24, 35 and 39, shown on sheet number 7 of the works plans;

Work No. 43 – temporary construction compound and material storage processing area north of A11 and east of Station Lane, as shown on sheet 1 of the works plans;

Work No. 44 – new Cantley Wood Link Road Overbridge structure, embankments, drainage and access ramps to the new bridge structure over the A11/A47 Connector Road (Work No.24) to accommodate the proposed Cantley Lane Link Road (Work No. 2) shown on sheet 3 of the works plans;

Work No. 46 – diversion and removal of potable water pipeline, 11kv electricity cables, electronic communications and gas main on both sides of the new B1172 Norwich Road junction (Work No.1), shown on sheet number 5 of the works plans;

Work No. 47 – diversion, removal or alteration of the sewer pipelines underneath and either side of the A11 to accommodate Work Nos. 12 and 24, shown on sheet number 3 of the works plans;

Work No. 48 – removal of electricity overhead lines crossing the A47 north west of the existing footbridge to accommodate Work Nos. 10, 21, 22, 23 and 24, shown on sheets 6 and 7 of the works plans;

Work No. 49 – alterations to sewer pipelines, as shown on sheet 7 of the works plans.

And for the purposes of or in connection with the construction of any of those works mentioned above, further development within the Order limits which does not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement consisting of:

- (a) alteration to the layout of any street permanently or temporarily, including but not limited to increasing or reducing the width of the carriageway of the street by reducing or increasing the width of any kerb, footpath, footway, cycle track or verge within the street; and altering the level of any such kerb, footpath, footway, cycle track or verge, installing low noise surfacing and landscaping sections of abandoned sections;
- (b) works required for the strengthening, improvement, maintenance or reconstruction of any street;
- (c) ramps, means of access, non-motorised links, footpaths, cycle tracks and crossing facilities;
- (d) embankments, viaducts, aprons, abutments, shafts, foundations, retaining walls, barriers, pumping stations, parapets, drainage, outfalls, ditches, wing walls, highway lighting, fencing and culverts;
- (e) street works, including breaking up or opening up a street, or any sewer, drain or tunnel under it; tunnelling or boring under a street;
- (f) works to place, alter, remove or maintain street furniture or apparatus in a street, or apparatus in other land, including mains, sewers, drains, soakaways, pipes, cables, ducts and lights;
- (g) works to alter the course of or otherwise interfere with a watercourse;
- (h) landscaping, noise bunds and barriers, works associated with the provision of ecological mitigation and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised development;
- (i) works for the benefit or protection of land affected by the authorised development;
- (j) site preparation works, site clearance (including fencing, vegetation removal, demolition of existing structures and the creation of alternative footpaths); earthworks (including soil stripping and storage, site levelling); remediation of contamination;
- (k) the felling of trees;
- (l) construction compounds and working sites, storage areas, temporary vehicle parking, construction fencing, perimeter enclosure, security fencing, construction-related

buildings, temporary worker accommodation facilities, welfare facilities, construction lighting, haulage roads and other buildings, machinery, apparatus, works and conveniences;

- (m) the provision of other works including pavement works, kerbing and paved areas works, signing, signals, gantries, road markings works, traffic management measures including temporary roads and such other works as are associated with the construction of the authorised development; and
- (n) such other works, working sites, storage areas and works of demolition, as may be necessary or expedient for the purposes of, or for purposes ancillary to, the construction of the authorised development.

SCHEDULE 2

Article 5

REQUIREMENTS

PART 1

REQUIREMENTS

Interpretation

1. In this Schedule—

“completed” means the relevant parts of the authorised development are completed and fully open to traffic and [^{F1}“completion”] is to be construed accordingly;

“contaminated land” has the same meaning as that term is given in section 78A (preliminary)(4) of the Environmental Protection Act 1990;

“DMRB” means the Design Manual for Roads and Bridges, which accommodates all current standards, advice and other documents relating to the design, assessment and operation of trunk roads and motorways, or any equivalent replacement to the DMRB published;

“drainage strategy” means Appendix 13.2 of the environmental statement;

“EMP (First Iteration)” means the first iteration of the environmental management plan produced in accordance with the Design Manual for Roads and Bridges during the preliminary design stage and certified by the Secretary of State as the environmental management plan for the purposes of the Order under article 49 (certification of documents, etc.);

“EMP (Second Iteration)” means the second iteration of the environmental management plan produced in accordance with the DMRB, which is to be a refined version of the EMP (First Iteration) including more detailed versions of the outline plans contained or listed within the EMP (First Iteration) or any other plans as required;

“EMP (Third Iteration)” means the third iteration of the environmental management plan produced in accordance with the DMRB, which is a refined version of the EMP (Second Iteration) and which relates to the operational and maintenance phase of the authorised development;

“environmental masterplan” means the document of that description certified by the Secretary of State as the environmental masterplan under article 49 (certification of documents, etc.);

(4) 1990 c. 43. Section 78A was inserted by section 57 of the Environment Act 1995 (c. 25) and amended by section 86(2) of the Water Act 2003 (c. 37).

Changes to legislation: There are currently no known outstanding effects for the The A47/
A11 Thicket Junction Development Consent Order 2022. (See end of Document for details)

“European protected species” has the same meaning as in regulations 42 (European protected species of animals) and 46 (European protected species of plants) of the Conservation of Habitats and Species Regulations 2017⁽⁵⁾;

“lead local flood authority” has the same meaning as in section 6 (other definitions)⁽⁶⁾ of the Flood and Water Management Act 2010;

“LEMP” means the landscape and ecology management plan which is Annex B.5 of the EMP (Second Iteration);

“Manual of Contract Documents for Highway Works” means the document of that name published electronically by or on behalf of the strategic highway authority for England or any equivalent replacement published for that document;

“nationally protected species” means any species protected under the Wildlife and Countryside Act 1981⁽⁷⁾;

“Ørsted” means Ørsted Hornsea Project Three (UK) Limited (company number 08584210), whose registered office is at 5 Howick Place, London, SW1P 1WG; and

“REAC” means the Register of Environmental Actions and Commitments forming table 3.1 of the EMP (First Iteration).

Textual Amendments

- F1** Word in [Sch. 2 para. 1](#) substituted (31.7.2023) by [The A47/A11 Thicket Junction Development Consent \(Correction\) Order 2023 \(S.I. 2023/886\)](#), [art. 1](#), [Sch.](#)

Commencement Information

- I2** [Sch. 2 para. 1](#) in force at 4.11.2022, see [art. 1](#)

Time limits

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

Commencement Information

- I3** [Sch. 2 para. 2](#) in force at 4.11.2022, see [art. 1](#)

Detailed design

3.—(1) The authorised development must be designed in detail and carried out so that it is compatible with the preliminary scheme design shown on the engineering drawings and sections and the report mentioned in sub-paragraph (3), unless otherwise agreed in writing by the Secretary of State, provided that the Secretary of State is satisfied that any amendments to the engineering drawings and sections showing departures from the preliminary scheme design (arising from the report or otherwise) would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(2) Where amended details are approved by the Secretary of State under sub-paragraph (1), those details are deemed to be substituted for the corresponding engineering drawings and sections and

⁽⁵⁾ [S.I. 2017/1012](#).

⁽⁶⁾ [2010 c. 29](#). There are amendments to section 6 which are not relevant to this Order.

⁽⁷⁾ [1981 c. 69](#).

the undertaker must make those amended details available online for inspection by members of the public.

(3) The report mentioned in sub-paragraph (1), is a report to be prepared by the undertaker of its findings following a review of the design of the bridges, underpasses, and structures of the authorised development; the review to be carried out in consultation with the relevant planning authority and the local highway authority.

Commencement Information

14 Sch. 2 para. 3 in force at 4.11.2022, see [art. 1](#)

Environmental Management Plan

4.—(1) No part of the authorised development is to commence until an EMP (Second Iteration) for that part, substantially in accordance with the EMP (First Iteration) has been submitted to and approved in writing by the Secretary of State, following consultation by the undertaker with the relevant planning authority, local highway authority, lead local flood authority, the Environment Agency and Natural England to the extent that the content of the EMP (Second Iteration) relates to matters relevant to their functions.

(2) The EMP (Second Iteration) for any part of the authorised development must be written in accordance with ISO14001 and so far as is relevant to that part of the authorised development, must reflect the mitigation measures required by the REAC and set out in the Environmental Statement and must include as many of the following plans and strategies as are applicable to the part of the authorised development to which it relates—

- (a) Site waste management plan;
- (b) Materials management plan;
- (c) Soil management plan;
- (d) Construction noise and dust management plan;
- (e) Construction communication strategy;
- (f) Landscape and ecology management plan;
- (g) Temporary surface water drainage strategy;
- (h) Detailed heritage Written Scheme of Investigation;
- (i) Invasive Non-Native Species management plan;
- (j) Operational Unexploded Explosive Ordnance Emergency Response Plan; and
- (k) Water monitoring and management plan.

(3) The relevant part of the authorised development must be constructed in accordance with the approved EMP (Second Iteration).

(4) On completion of construction of each part of the authorised development the EMP (Third Iteration) relating to that part must be submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and the relevant local highway authority to the extent that the content of the EMP (Third Iteration) relates to matters relevant to their functions.

(5) The relevant part of the authorised development must be operated and maintained in accordance with the EMP (Third Iteration).

Commencement Information

I5 Sch. 2 para. 4 in force at 4.11.2022, see [art. 1](#)

Landscaping

5.—(1) The authorised development must be landscaped in accordance with a landscaping scheme which sets out details of all proposed hard and soft landscaping works and which has been submitted to and approved in writing by the Secretary of State, following consultation by the undertaker with the relevant planning authority on matters related to its functions.

(2) The landscaping scheme prepared under sub-paragraph (1) must reflect the mitigation measures set out in the REAC and be based on the environmental masterplan.

(3) The landscaping scheme prepared under sub-paragraph (1) must include details of—

- (a) location, number, species mix, size and planting density of any proposed planting;
- (b) cultivation, importing of materials and other operations to ensure plant establishment;
- (c) existing trees to be retained, with measures for their protection during the construction period;
- (d) proposed finished ground levels;
- (e) implementation timetables for all landscaping works; and
- (f) measures for the replacement, in the first available planting season, of any tree or shrub planted as part of the landscaping scheme that, within a minimum period of 5 years after the completion of the part of the authorised development to which the relevant landscaping scheme relates, dies, becomes seriously diseased or is seriously damaged, unless the LEMP specifies a longer replacement period; and
- (g) how the landscaping scheme addresses the guidance in paragraph 4.29 of the National Policy Statement for National Networks for the appearance of national network projects to demonstrate good design as far as possible.

(4) All landscaping works must be carried out to a reasonable standard in accordance with the relevant recommendations of appropriate British Standards or other more suitable recognised codes of good practice provided these meet or exceed the appropriate British Standards.

Commencement Information

I6 Sch. 2 para. 5 in force at 4.11.2022, see [art. 1](#)

Contaminated land and groundwater

6.—(1) In the event that contaminated land, including groundwater, is found at any time when carrying out the authorised development which was not previously identified in the environmental statement, it must be reported as soon as reasonably practicable to the Secretary of State, the relevant planning authority and the Environment Agency, and the undertaker must complete a risk assessment of the contamination in consultation with the relevant planning authority and the Environment Agency.

(2) Where the risk assessment prepared in accordance with sub-paragraph (1) determines that remediation of the contaminated land is necessary, a written scheme and programme for the remedial measures to be taken to render the land fit for its intended purpose and to prevent any impacts on controlled waters must be submitted to and approved in writing by the Secretary of State, following

consultation by the undertaker with the relevant planning authority on matters related to its function and the Environment Agency.

(3) Remediation must be carried out in accordance with the approved scheme.

Commencement Information

17 Sch. 2 para. 6 in force at 4.11.2022, see [art. 1](#)

Protected species

7.—(1) No part of the authorised development is to commence until for that part, final preconstruction survey work has been carried out to establish whether European or nationally protected species are present on any of the land affected or likely to be affected by that part of the relevant works, or in any of the trees and shrubs to be lopped or felled as part of the relevant works.

(2) Following pre-construction survey work or at any time when carrying out the authorised development, where—

- (a) a European or nationally protected species is shown to be present, or where there is a reasonable likelihood of it being present;
- (b) application of the relevant assessment methods used in the environmental statement show that a significant effect is likely to occur which was not previously identified in the environmental statement; and
- (c) that effect is not addressed by any prior approved scheme of protection and mitigation established in accordance with this paragraph,

the relevant parts of the relevant works must cease until a scheme of protection and mitigation measures has been submitted to and approved in writing by the Secretary of State.

(3) The undertaker must consult with Natural England on the scheme referred to in sub-paragraph (2) prior to submission to the Secretary of State for approval.

(4) The relevant works under sub-paragraph (2) must be carried out in accordance with the approved scheme, unless otherwise agreed by the Secretary of State after consultation by the undertaker with Natural England, and under any necessary licences.

Commencement Information

18 Sch. 2 para. 7 in force at 4.11.2022, see [art. 1](#)

Surface water drainage

8.—(1) No part of the authorised development is to commence until for that part written details of the surface water drainage system, reflecting the drainage strategy and the mitigation measures set out in the REAC including means of pollution control, have been submitted to and approved in writing by the Secretary of State following consultation by the undertaker with the lead local flood authority and the Environment Agency on matters related to their function.

(2) The surface water drainage system must be constructed in accordance with the approved details, unless otherwise agreed in writing by the Secretary of State following consultation by the undertaker with the lead local flood authority and the Environment Agency on matters related to their function, provided that the Secretary of State is satisfied that any amendments to the approved details would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

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Commencement Information

I9 Sch. 2 para. 8 in force at 4.11.2022, see [art. 1](#)

Archaeological remains

9.—(1) No part of the authorised development is to commence until for that part a written scheme of investigation of areas of archaeological interest, reflecting the relevant mitigation measures set out in the REAC, has been submitted to and approved in writing by the Secretary of State, following consultation by the undertaker with the relevant planning authority, Norfolk County Council Historic Strategy and Advice Team and Historic England on matters related to their function.

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

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Commencement Information

I10 Sch. 2 para. 9 in force at 4.11.2022, see [art. 1](#)

Traffic management

10.—(1) No part of the authorised development comprising the construction, alteration or improvement of Work No. 24 is to commence until a traffic management plan substantially in accordance with the outline traffic management plan, for that part has been submitted to and approved in writing by the Secretary of State, following consultation by the undertaker with the local highway authority on matters related to its function and Ørsted in relation to any impact on construction traffic in respect of The Hornsea Three Offshore Wind Farm Order 2020(8).

(2) The authorised development must be constructed in accordance with the approved traffic management plan referred to in sub-paragraph (1).

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Commencement Information

I11 Sch. 2 para. 10 in force at 4.11.2022, see [art. 1](#)

Fencing

11. Any permanent and temporary fencing and other means of enclosure for the authorised development must be constructed and installed in accordance with Manual of Contract Documents for Highway Works maintained by or on behalf for the undertaker except where any departures from that manual are agreed in writing by the Secretary of State in connection with the authorised development.

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Commencement Information

I12 Sch. 2 para. 11 in force at 4.11.2022, see [art. 1](#)

Approvals and amendments to approved details

12. With respect to any requirement which requires the authorised development to be carried out in accordance with the details or schemes approved under this Schedule, the approved details or schemes are taken to include any amendments that may subsequently be approved in writing by the Secretary of State.

Commencement Information

I13 Sch. 2 para. 12 in force at 4.11.2022, see [art. 1](#)

PART 2

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Applications made under requirements

13.—(1) Where an application has been made to the Secretary of State for any consent, agreement or approval required by a requirement (including consent, agreement or approval in respect of part of a requirement) included in this Order, the Secretary of State must give notice to the undertaker of the decision on the application within a period of 8 weeks beginning with—

- (a) the day immediately following that on which the application is received by the Secretary of State;
- (b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 14 (further information); or
- (c) such longer period as may be agreed between the parties.

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

(3) Where—

- (a) an application has been made to the Secretary of State for any consent, agreement or approval required by a requirement included in this Order;
- (b) the Secretary of State does not determine such application within the period set out in sub-paragraph (1); and
- (c) the application is accompanied by a report from a body required to be consulted by the undertaker under the requirement that considers it likely that the subject matter of the application would give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement,

the application is taken to have been refused by the Secretary of State at the end of that period.

Commencement Information

I14 Sch. 2 para. 13 in force at 4.11.2022, see [art. 1](#)

Further information

14.—(1) In relation to any part of an application made under this Schedule, the Secretary of State has the right to request such further information from the undertaker as is necessary to enable the Secretary of State to consider the application.

(2) In the event that the Secretary of State considers such further information to be necessary the Secretary of State must, within 21 business days of receipt of the application, notify the undertaker in writing specifying the further information required and (if applicable) to which part of the application it relates.

(3) In the event that the Secretary of State does not give such notification within the 21 business days mentioned in sub-paragraph (2) the Secretary of State is deemed to have sufficient information to consider the application and is not subsequently entitled to request further information without the prior agreement of the undertaker.

(4) Where further information is requested under this paragraph in relation to part only of an application, that part is treated as separate from the remainder of the application for the purposes of calculating the time periods referred to in paragraph 13 (applications made under requirements) and in this paragraph.

(5) In this paragraph, “business day” means a day other than Saturday or Sunday, which is not Christmas Day, Good Friday or a bank holiday under section 1 (bank holidays)(9) of the Banking and Financial Dealings Act 1971.

Commencement Information

I15 Sch. 2 para. 14 in force at 4.11.2022, see [art. 1](#)

Register of requirements

15.—(1) The undertaker must, as soon as practicable following the making of this Order, establish and maintain in an electronic form suitable for inspection by members of the public a register of those requirements contained in Part 1 of this Schedule that provide for further approvals to be given by the Secretary of State.

(2) The register must set out in relation to each such requirement the status of the requirement, in terms of whether any approval to be given by the Secretary of State has been applied for or given, providing an electronic link to any document containing any approved details.

(3) The register must be maintained by the undertaker for a period of 3 years following completion of the authorised development.

Commencement Information

I16 Sch. 2 para. 15 in force at 4.11.2022, see [art. 1](#)

Anticipatory steps towards compliance with any requirement

16. If before the coming into force of this Order the undertaker or any other person has taken any steps that were intended to be steps towards compliance with any provision of Part 1 of this Schedule, those steps may be taken into account for the purpose of determining compliance with that provision if they would have been valid steps for that purpose had they been taken after this Order came into force.

(9) 1970 c. 80. There are amendments to section 1 which are not relevant to this Order.

Commencement Information

I17 Sch. 2 para. 16 in force at 4.11.2022, see [art. 1](#)

Details of consultation

17. In relation to any provision of this Schedule requiring details to be submitted to the Secretary of State for approval following consultation by the undertaker with another party, the undertaker must provide such other party with not less than 20 business days for any response to the consultation and thereafter the details submitted to the Secretary of State for approval must be accompanied by a summary report setting out the consultation undertaken by the undertaker to inform the details submitted and the undertaker’s response to that consultation.

Commencement Information

I18 Sch. 2 para. 17 in force at 4.11.2022, see [art. 1](#)

SCHEDULE 3

Articles 13 and 19

CLASSIFICATIONS OF ROADS, ETC.

PART 1

TRUNK ROADS

Commencement Information

I19 Sch. 3 Pt. 1 in force at 4.11.2022, see [art. 1](#)

<i>(1)</i> Area	<i>(2)</i> Length of road
The classification of roads plans – sheet 2	
Hethersett; Ketteringham; Cringleford	New link Road between the A11 northbound and the A47 southbound A 1725 metre length of carriageway to be classified as part of the A47 Trunk Road from point K, 796 metres north east of the A11 junction with Station Lane in an easterly direction to point L (sheet 7).
The classification of roads plans – sheet 6	
Ketteringham	New northbound diverge slip road A 570 metre length of carriageway to be classified as part of the A47 Trunk Road from

Changes to legislation: There are currently no known outstanding effects for the The A47/
A11 Thickethorn Junction Development Consent Order 2022. (See end of Document for details)

(1) <i>Area</i>	(2) <i>Length of road</i>
	point I 162 metres north of the centreline of the existing Cantley Lane South overbridge in a north-westerly then south-westerly direction to point J.
Cringleford	New southbound merge slip road A 694 metre length of carriageway to be classified as part of the A47 Trunk Road from point M, 42 metres east of the centreline of the Thickethorn Junction overbridge in a southerly direction to point N (sheet 7).

PART 2
CLASSIFIED B ROADS

<p>Commencement Information I20 Sch. 3 Pt. 2 in force at 4.11.2022, see art. 1</p>

(1) <i>Area</i>	(2) <i>Length of road</i>
The classification of roads plans – sheet 5	
Hethersett	B1172 Norwich Road A 250 metre length of carriageway to be classified as part of the B1172 (including existing highway to be improved. From point D, 118 metres east from the centreline of its junction with the new Cantley Lane Link Road, in a westerly direction to point C.

PART 3
CLASSIFIED C ROADS

<p>Commencement Information I21 Sch. 3 Pt. 3 in force at 4.11.2022, see art. 1</p>

(1) Area	(2) Length of road
The classification of roads plans – sheet 1	
Hethersett	Station Lane Junction (including existing highway to be improved) A 220 metre length of carriageway to be classified as C Road from point A, 60 metres north west of the junction with the A11 in a south-easterly and then north-easterly direction to point B.
The classification of roads plans – sheet 3	
Ketteringham	Cantley Lane South A 194 metre length of carriageway from point G, 105 metres south of the centre of the junction with Cantley Lane Link Road in a northerly direction to point H.
The classification of roads plans – sheet 5	
Hethersett; Ketteringham	Cantley Lane Link Road A 947 metre length of highway to be classified as C Road, from point E at its junction with the B1172, in a south-easterly direction to point F (sheet 3).

PART 4

SPEED LIMITS

Commencement Information

I22 Sch. 3 Pt. 4 in force at 4.11.2022, see [art. 1](#)

Note: where speed limits are indicated on the plans relating to this Part (the traffic regulation plans) but are not referenced in this Schedule they indicate that national speed limits apply in accordance with either:

- (a) the national speed limit set out in—
 - (i) section 86 (speed limits for particular classes of vehicles)(**10**) and Schedule 6 (speed limits for particular classes of vehicles)(**11**) of the 1984 Act and
 - (ii) the 70 miles per hour, 60 miles per hour and 50 miles per hour (Temporary Speed Limit) Order 1977, as varied by the 70 miles per hour, 60 miles per hour and 50 miles per hour (Temporary Speed Limit) (Variation) Order 1978 and continued indefinitely

(10) There are amendments to section 86 which are not relevant to this Order.

(11) There are amendments to Schedule 6 which are not relevant to this Order.

Changes to legislation: There are currently no known outstanding effects for the The A47/
A11 Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

by Regulation 2 of the 70 Miles Per Hour, 60 Miles Per Hour and 50 Miles Per Hour (Temporary Speed Limit) (Continuation) Order 1978(12); or

- (b) sections 81 (general speed limits for restricted roads) and 82 (what roads are restricted roads)(13) of the 1984 Act (section 82 defines ‘restricted roads’, for the purposes of section 81, by reference to street lighting),

and are not subject to this Order. For details of the scheme lighting design, refer to the general arrangement plans.

<i>(1)</i> <i>Parish</i>	<i>(2)</i> <i>Road name, number and length</i>	<i>(3)</i> <i>Speed Limit</i>
The traffic regulation plans – sheet 1		
Hethersett	Station Lane approach to A11 From point A, 60 metres north west of the junction with the A11 in a south-easterly and then north-easterly direction to point B, a distance of 217 metres.	50 miles per hour
The traffic regulation plans – sheet 3		
Ketteringham	Cantley Lane South From point G, a distance of 105 metres south of the centre of the junction with Cantley Lane Link Road in a northerly direction to point H, a distance of 134 metres.	40 miles per hour
Ketteringham	Cantley Lane South From point H, a distance of 30 metres north of the centre of the junction with Cantley Lane Link Road in a north-easterly direction to point I (sheet 7), a distance of 62 metres.	20 miles per hour
Hethersett; Cringleford	Ketteringham; A11/A47 Connector Road From point J, a distance of 93 metres south west of the centreline of the Cantley Stream / A11 crossing in a northerly direction to the Ward’s Wood underpass and	Removal of restricted road status 50 miles per hour

(12) [S.I. 1978/1548](#). The Road Traffic Regulation Act 1984 and the 70 miles per hour, 60 miles per hour and 50 miles per hour (Temporary Speed Limit) Order 1977 and the 70 miles per hour, 60 miles per hour and 50 miles per hour (Temporary Speed Limit) (Variation) Order 1978 were not statutory instruments.

(13) There are amendments to sections 81 and 82 which are not relevant to this Order.

(1) <i>Parish</i>	(2) <i>Road name, number and length</i>	(3) <i>Speed Limit</i>
	then in an easterly direction to the Cantley Lane underpass and then in a south-easterly direction to point K (sheet 7), a distance of 1329 metres.	
The traffic regulation plans – sheet 4		
Hethersett	B1172 From point C, 1101 metres west of the junction with Cantley Lane Link Road in an easterly direction to point D (sheet 5), a distance of 1217 metres.	40 miles per hour
The traffic regulation plans – sheet 5		
Hethersett	Cantley Lane Link Road From point E at the junction with the B1172, in a south easterly direction to point F (sheet 3) at the junction with Cantley Lane South, a distance of 947 metres.	40 miles per hour
The traffic regulation plans – sheet 6		
Hethersett; Cringleford	Ketteringham; A11 approach to Thickthorn junction From point L, 251 metres south west from the give way line with Thickthorn junction, in a north-easterly direction to point M at Thickthorn junction, a distance of 251 metres.	Removal of restricted road status 40 miles per hour
Hethersett; Cringleford	Ketteringham; A47 northbound diverge From point O, 82 metres south of the centreline of the overbridge at Thickthorn junction in a north-westerly direction then a south-westerly direction to point N, a distance of 355 metres.	Removal of restricted road status 40 miles per hour
Hethersett; Cringleford	Ketteringham; A47 northbound diverge From point P, 161 metres south of the centreline of the	Removal of restricted road status

Changes to legislation: There are currently no known outstanding effects for the The A47/
A11 Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

(1) <i>Parish</i>	(2) <i>Road name, number and length</i>	(3) <i>Speed Limit</i>
	overbridge at Thickthorn junction in a north-westerly direction to point Q, a distance of 157 metres.	
Hethersett; Cringleford; Ketteringham;	A47 southbound merge From point S, 51 metres north east of the centreline of the A47 at Thickthorn junction in a south-easterly direction to point R, a distance of 161 metres.	Removal of restricted road status

PART 5

FOOTPATHS, CYCLE TRACKS, FOOTWAYS AND BRIDLEWAYS

Commencement Information

I23 Sch. 3 Pt. 5 in force at 4.11.2022, see [art. 1](#)

(1) <i>Parish</i>	(2) <i>Length of Footpath/Cycle track/Footway/ Bridleway</i>
The rights of way and access plans – sheet 3	
Ketteringham	Reference CF3 to CF4 A cycle track on the west side of Cantley Lane Link Road from point CF3, 46 metres north-westerly of the junction with Cantley Lane South in a southerly direction to point CF4, a distance of 67 metres.
The rights of way and access plans – sheet 5	
Hethersett; Ketteringham	Reference CF1 to CF2 A cycle track on the east side of Cantley Lane Link Road from point CF1 at the junction with B1172 in a southerly and then south-easterly direction to point CF2 (sheet 3), a distance of 1043 metres.
The rights of way and access plans – sheet 7	
Ketteringham; Cringleford	Reference CF5 to CF6

(1) <i>Parish</i>	(2) <i>Length of Footpath/Cycle track/Footway/ Bridleway</i>
	A bridleway from point CF5 at the junction with Cantley Lane South in an easterly direction via the proposed Cantley Lane footbridge to point CF6, a distance of 354 metres.

PART 6

TRAFFIC REGULATION MEASURES (CLEARWAYS AND PROHIBITIONS)

Commencement Information

I24 Sch. 3 Pt. 6 in force at 4.11.2022, see [art. 1](#)

(1) <i>Parish</i>	(2) <i>Road name, number and length</i>	(3) <i>Measures</i>
The traffic regulation plans – sheet 3		
Hethersett; Ketteringham; Cringleford	New link Road between the A11 northbound and the A47 southbound From point J, 796m north east of the A11 junction with Station Lane in an easterly direction to point K (sheet 7), a distance of 1725 metres.	Proposed clearway
Hethersett; Ketteringham	Cantley Lane South From point G, a distance of 105 metres south of the centre of the junction with Cantley Lane Link Road in a north-easterly direction to point I (sheet 7), a distance of 525 metres.	Proposed 7.5 Tonne weight limit except for loading
The traffic regulation plans – sheet 5		
Hethersett; Ketteringham	Cantley Lane Link Road From point E at the junction with the B1172, in a south-easterly direction to point F (sheet 3) at the junction with	Proposed 7.5 Tonne weight limit except for loading

<i>(1)</i> <i>Parish</i>	<i>(2)</i> <i>Road name, number and length</i>	<i>(3)</i> <i>Measures</i>
	Cantley Lane South, a distance of 947 metres.	

SCHEDULE 4

Article 17 and 28

PERMANENT STOPPING UP OF HIGHWAYS AND PRIVATE MEANS OF ACCESS
 AND PROVISION OF NEW HIGHWAYS AND PRIVATE MEANS OF ACCESS

In relating this Schedule to the rights of way and access plans, the provisions described in this Schedule are shown on the rights of way and access plans in the following manner—

- (a) Existing highways are to be stopped up, as described in column (2) of Parts 1 and 2 of this Schedule, are shown by blue diagonal hatching (as shown in the key on the rights of way and access plans) over the extent of the area to be stopped up, which is described in column (3) of Parts 1 and 2 of this Schedule and given a reference label in a square box (a capital A followed by a number).
- (b) New highways which are to be substituted for a highway to be stopped up (or which are otherwise to be provided), as are included in column (4) of Part 2 of this Schedule, are shown by—
 - (i) red honeycomb-hatching (for motorways and trunk roads),
 - (ii) green cross hatching (for other classified roads and highways),
 - (iii) pale green hatching (for cycle tracks),
 - (iv) and green dashes (for public rights of way),
 (as shown in the key on the rights of way and access plans) and are given a reference label in a square (D for new highway to be substituted or provided and CF for public rights of way and cycle tracks in each case followed by a number) and will be a road unless the word ‘footpath’, ‘bridleway’, ‘footway’ or ‘cycle track’ appears beneath its reference letter in column (4) of Part 2 of this Schedule.
- (c) Private means of access to be stopped up, as described in column (2) of Parts 3 and 4 of this Schedule, are shown by solid lime green shading (as shown in the key on the rights of way and access plans) over the extent of stopping up described in column (3) of Parts 3 and 4 of this Schedule, and are given a reference label in a square (a capital B followed by a number).
- (d) New private means of access to be substituted for a private means of access to be stopped up (or which are otherwise to be provided), as are included in column (4) of Part 3 of this Schedule, are shown by red diagonal hatching (as shown in the key on the rights of way and access plans) and are given a reference label in a square (a capital C followed by a number).

PART 1

HIGHWAYS TO BE STOPPED UP FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

Commencement Information

I25 Sch. 4 Pt. 1 in force at 4.11.2022, see [art. 1](#)

(1) <i>Area</i>	(2) <i>Highway to be stopped up</i>	(3) <i>Extent of stopping up</i>
The rights of way and access plans – sheet 3		
Hethersett; Ketteringham	Reference A3 to A4 A11 slip road	Reference A3 to A4 From point A3 495 metres south westerly of the give way line at Thickthorn Junction in a north-easterly direction to point A4 (sheet 6), a distance of 224 metres.
The rights of way and access plans – sheet 6		
Hethersett; Ketteringham; Cringleford	Reference A5 to A6 Part of Cantley Lane South	Reference A5 to A6 From point A5 314 metres south of the centreline of the overbridge at Thickthorn junction in a south-easterly direction to point A6, a distance of 335 metres.

PART 2

HIGHWAYS TO BE STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED AND NEW HIGHWAYS WHICH ARE OTHERWISE TO BE PROVIDED

Commencement Information

I26 Sch. 4 Pt. 2 in force at 4.11.2022, see [art. 1](#)

(1) <i>Area</i>	(2) <i>Highway to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New highway to be substituted/provided</i>
The rights of way and access plans – sheet 1			
Hethersett			Reference D1 to D2

Changes to legislation: There are currently no known outstanding effects for the The A47/
A11 Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New highway to be substituted/provided
			Widening of carriageway from point D1 70 metres north west of the A11 Hethersett Bypass in a south-easterly and then north-easterly direction to point D2 on the A11 Hethersett Bypass, a distance of 140 metres.
The rights of way and access plans – sheet 2			
Hethersett			Reference D11 to D12 The A11/A47connector road from point D11 284 metres south-west of the A11 Cantley Stream crossing (a) in a northerly direction to the Ward Wood’s underpass where it passes underneath the A11; then (b) in an easterly direction to Cantley Lane underpass where it passes underneath the A47, then (c) in a south-easterly direction to a point D12 (sheet 7) 5m north of the A47 Cantley Stream crossing on the A47 a distance of 1761 metres.
The rights of way and access plans – sheet 3			
Hethersett; Ketteringham	Reference A1 to A2 Cantley Lane South	Reference A1 to A2 From a point A1 32 metres south of the existing property	Reference D9 to D10 Realignment of Cantley Lane South. To be substituted

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New highway to be substituted/provided
		access in a northerly direction to point A2, a distance of 169 metres.	by a new length of highway from a point D9 104 metres south of the centreline of the junction with Cantley Lane Link Road in a northerly direction to tie into point D10 on the existing Cantley Lane South, a distance of 187 metres.
Hethersett; Ketteringham			Reference D7 to D8 A new length of highway between point D7 to point D8 on Cantley Lane South, a distance of 9 metres.
The rights of way and access plans – sheet 5			
Hethersett			Reference D3 to D4 Widening of B1172 Norwich Road New length of carriageway from point D3 175 metres west of the centre of the B1172 / Cantley Lane Link Road junction, in an easterly direction to point D4, a distance of 283 metres.
Hethersett			Reference D5 to D6 New Cantley Lane Link Road New length of carriageway from point D5 295 metres west of the centre of the B1172 McDonalds roundabout in a southerly direction and then a south-westerly direction to point D6 (sheet 3) on

Changes to legislation: There are currently no known outstanding effects for the The A47/
A11 Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Highway to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New highway to be substituted/provided</i>
			Cantley Lane South, a distance of 106 metres.
The rights of way and access plans – sheet 6			
Hethersett; Ketteringham; Cringleford			Reference D13 to D14 A new segregated left turn lane from point D14 on the A47 in a north-westerly direction towards Thickthorn junction and then in a south-westerly direction to join the A11 at point D13, a distance of 424 metres.
Hethersett; Ketteringham; Cringleford			Reference D15 to D16 A new southbound merge slip road from point D15 at the Thickthorn junction in a south-easterly direction to point D16 (sheet 7) on the A47, a distance of 692 metres.
Ketteringham; Cringleford	Reference A8 to A10 Cringleford BR5 and bridleway (unnamed)	Reference A8 to A10 From a point A8 (sheet 7) at the base of the existing A47 footbridge in a northerly direction to point A10, a distance of 174 metres.	Reference CF5 to CF6 (sheet 7) To be substituted for a length of bridleway from point CF5 on Cantley Lane South crossing the A47 over the proposed Cantley Lane footbridge to point CF 6 on Cantley Lane, a distance of 359 metres.
Ketteringham; Cringleford	Reference A11 to A12 Bridleway (unnamed)	Reference A11 to A12 From a point A11 at the A47 southbound merge slip road pegasus crossing in a south-westerly	Reference CF5 to CF6 (sheet 7) To be substituted for a length of bridleway from point CF5 on Cantley Lane South

(1) <i>Area</i>	(2) <i>Highway to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New highway to be substituted/provided</i>
		direction to point A12, a distance of 92 metres.	crossing the A47 over the proposed Cantley Lane footbridge to point CF6 on Cantley Lane, a distance of 359 metres.
Ketteringham; Cringleford	Reference A13 to A14 Bridleway (unnamed)	Reference A13 to A14 From a point A13 at the A47 northbound diverge slip road pegasus crossing in a south-westerly and then south-easterly direction to point A14, a distance of 156 metres.	Reference CF5 to CF6 (sheet 7) To be substituted for a length of bridleway from point CF5 on Cantley Lane South crossing the A47 over the proposed Cantley Lane footbridge to point CF 6 on Cantley Lane, a distance of 359 metres.
The rights of way and access plans – sheet 7			
Hethersett; Ketteringham; Cringleford	Reference A7 to A8 Cantley Lane	Reference A7 to A8 From a point A7 97 metres east of the existing footbridge in a westerly direction to point A8	Reference CF5 to CF6 (sheet 7) To be substituted for a length of bridleway from point CF5 on Cantley Lane South crossing the A47 over the proposed Cantley Lane footbridge to point CF 6 on Cantley Lane, a distance of 359 metres.
Cringleford	Reference A8 to A9 Cringleford FP4a	Reference A8 to A9 From a point A8 at the base of the existing footbridge crossing the A47 in a south-westerly direction to a point A9, a distance of 75 metres	Reference CF5 to CF6 To be substituted for a length of bridleway from point CF5 on Cantley Lane South crossing the A47 over the proposed Cantley Lane footbridge to point CF6 on Cantley Lane, a distance of 359 metres.

PART 3

PRIVATE MEANS OF ACCESS TO BE STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED AND NEW PRIVATE MEANS OF ACCESS WHICH ARE OTHERWISE TO BE PROVIDED

Commencement Information

I27 Sch. 4 Pt. 3 in force at 4.11.2022, see [art. 1](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Private means of access to be stopped</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New private means of access to be substituted or provided</i>
The rights of way and access plans – sheet 3			
Ketteringham	Reference B1 to B2 Access to the properties on Cantley Lane South	Reference B1 to B2 A length from a point 53 metres north of the access to the property joining Cantley Lane South in a north-westerly direction for a distance of 12 metres	Reference C11 to C12 Access to properties on Cantley Lane South to substituted by a new length of private means of access from a point 79 metres north of the access to the property joining Cantley Lane South, in a westerly direction for a distance of 38 metres.
Hethersett; Ketteringham	Reference B9 to B10 Access to the A11 underpass from Cantley Lane South	Reference B9 to B10 A length from a point 36 metres from the centreline from the proposed Cantley Stream culvert in a westerly direction then a south-westerly direction for a distance of 407 metres.	Reference C7 to C8 Private means of access to the A11 underpass to be substituted by a new length of private means of access from a point C8 72 metres south of the centre of Cantley Lane Link Road junction with Cantley Lane South in a westerly direction to point C7, a distance of 368 metres.
Ketteringham			Reference C9 to C10 A new private access to an agricultural field from point C9 on

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Private means of access to be stopped</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New private means of access to be substituted or provided</i>
			Cantley Lane South to point C10, a distance of 20 metres.
Ketteringham			Reference C13 to C14 A new private access to a residential property from point C13 to a point C14 on Cantley Lane South, a distance of 29 metres.
Ketteringham			Reference C15 to C16 A new private access to a residential property from point C15 to point C16 on Cantley Lane South, a distance of 30 metres.
Ketteringham			Reference C19 to C20 A new private access to a residential property from point C19 to point C20 on Cantley Lane South, a distance of 4 metres.
Ketteringham			Reference C21 to C22 A new private access to a residential property from point C21 to point C22 on Cantley Lane South, a distance of 7 metres.
The rights of way and access plans – sheet 5			
Hethersett			Reference C1 to C2 A new private access to an agricultural field from point C1 on the proposed Cantley Lane Link Road to point C2, a distance of 9 metres.

Changes to legislation: There are currently no known outstanding effects for the The A47/
 All Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Private means of access to be stopped</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New private means of access to be substituted or provided</i>
Hethersett			Reference C3 to C4 A new private access to an agricultural field from point C3 to point C4 on the proposed Cantley Lane Link Road, a distance of 6 metres.
Hethersett			Reference C5 to C6 A new private access to a drainage basin from point C5 on the proposed Cantley Lane Link Road to point C6, a distance of 13 metres.
The rights of way and access plans – sheet 7			
Ketteringham			Reference C23 to C24 A new private access track to agricultural fields and a new drainage basin from point C23 50 metres south west of the existing footbridge in a south-easterly direction to point C24, a distance of 136 metres.

PART 4

PRIVATE MEANS OF ACCESS TO BE STOPPED UP FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

Commencement Information

I28 Sch. 4 Pt. 4 in force at 4.11.2022, see [art. 1](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Private means of access to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>
The rights of way and access plans – sheet 6		
Ketteringham	Reference B3 to B4 Access to agricultural field	Reference B3 to B4 A private agricultural access from a point B3 77 metres west of the A11 Hethersett Bypass to point B4, a distance of 31 metres.
Ketteringham	B5 to B6 Access to agricultural field	Reference B5 to B6 A private agricultural access from a point B5 on Cantley Lane South to point B6, a distance of 5.5 metres.
Ketteringham	B7 to B8 Access to agricultural field	Reference B7 to B8 A private agricultural access from a point B7 on Cantley Lane South to point B8 for a distance of 5.5 metres.

SCHEDULE 5

Article 27

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

<p>Commencement Information I29 Sch. 5 in force at 4.11.2022, see art. 1</p>

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose of which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
Land Plan – Sheet 3		
3/3b	Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables,	Work Nos. 4, 11, 31 and 34

Changes to legislation: There are currently no known outstanding effects for the The A47/
 All Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose of which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	<p>conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
3/3h	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water and sewerage pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electronic communications cables, apparatus and associated infrastructure.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus,</p>	Work Nos. 14, 15, 37 and 38

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose of which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	<p>together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
3/3i	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water and sewerage pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electronic communications cables, apparatus and associated infrastructure.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated</p>	Work Nos. 22, 36, 37 and 38

Changes to legislation: There are currently no known outstanding effects for the The A47/
 A11 Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose of which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	<p>infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
3/31	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	Work Nos. 14, 15 and 38

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose of which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
3/7c	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	Work No. 38 and 13
3/8f	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p>	Work No. 38 and 13

Changes to legislation: There are currently no known outstanding effects for the The A47/
 All Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose of which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove gas mains and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water and sewerage pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electronic communications cables, apparatus and associated infrastructure.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
3/9a	Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to	Work Nos. 36, 37 and 38

(1) <i>Plot reference number shown on land plans</i>	(2) <i>Purpose of which rights over land may be acquired</i>	(3) <i>Relevant part of the authorised development</i>
	<p>highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water and sewerage pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electronic communications cables, apparatus and associated infrastructure.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
Land Plan – Sheet 6		
6/3g	Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated	Work Nos. 22, 23 and 36

Changes to legislation: There are currently no known outstanding effects for the The A47/
 A11 Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose of which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	<p>infrastructure including marker posts and inspection chambers.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
6/9b	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and</p>	Work Nos. 21, 41 and 42

(1) <i>Plot reference number shown on land plans</i>	(2) <i>Purpose of which rights over land may be acquired</i>	(3) <i>Relevant part of the authorised development</i>
	<p>vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
Land Plan – Sheet 7		
7/1a	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove gas mains and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water and sewerage pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electronic communications cables, apparatus and associated infrastructure.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated</p>	Work Nos. 6, 17 and 40

Changes to legislation: There are currently no known outstanding effects for the The A47/
 All Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose of which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	<p>infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
7/7b	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove gas mains and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water and sewerage pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electronic communications cables, apparatus and associated infrastructure.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains,</p>	Work Nos. 18, 40, 41 and 42

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose of which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	<p>soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
7/7d	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove gas mains and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water and sewerage pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electronic communications cables, apparatus and associated infrastructure.</p>	Work Nos. 32, 40, 42

Changes to legislation: There are currently no known outstanding effects for the The A47/
 All Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose of which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
7/8c	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p>	Work No. 42

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose of which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.	
7/9a	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	Work No. 42
7/11b	Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.	Work Nos. 6, 17 and 40

Changes to legislation: There are currently no known outstanding effects for the The A47/
 All Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose of which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove gas mains and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water and sewerage pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electronic communications cables, apparatus and associated infrastructure.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	

SCHEDULE 6

Article 27

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

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land 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 or imposition of a restrictive covenant as they apply in respect of compensation on the compulsory purchase of land and interests in land.

Commencement Information

I30 Sch. 6 para. 1 in force at 4.11.2022, see [art. 1](#)

2.—(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) For section 5(5A) (relevant valuation date)(**14**) of the 1961 Act substitute—

“(5A) If—

- (a) the acquiring authority enters on land for the purposes of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(4) of Schedule 6 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants) to the A47/A11 Thickethorn Junction Development Consent Order 2022 (“the A47/A11 Thickethorn Junction Order”);
- (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 6 to the A47/A11 Thickethorn Junction Order) to acquire an interest in the land; and
- (c) the acquiring authority enter on and take possession of that land,

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

Commencement Information

I31 Sch. 6 para. 2 in force at 4.11.2022, see [art. 1](#)

3.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(**15**) 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 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5(3)—

(14) Section 5A was inserted by section 103 of the Planning and Compulsory Purchase Act 2004 (c. 5) and amended by section 199(2) of, and paragraph 9 of Schedule 18 to, the Housing and Planning Act 2016. There are other amendments to section 5A which are not relevant to this Order.

(15) 1973 c. 26.

- (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

I32 Sch. 6 para. 3 in force at 4.11.2022, see [art. 1](#)

Application of Part 1 of the 1965 Act

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 (and modified by article 30 (modification of Part 1 of the 1965 Act)) to the acquisition of land under article 24 (compulsory acquisition of land), applies to the compulsory acquisition of a right by the creation of a new right, or to the imposition of a restrictive covenant under article 27(1) (compulsory acquisition of rights and imposition of restrictive covenants)—

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

Commencement Information

I33 Sch. 6 para. 4 in force at 4.11.2022, 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 restrictive covenant imposed or to be imposed; or
 - (b) the land over which the right is or is to be exercisable, or the restriction is or is to be enforceable.
- (3) For section 7 (measure of compensation in case of severance) of the 1965 Act 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 restrictive 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 so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11 (powers of entry)(**16**) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 24), 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—

- (a) 11A (powers of entry: further notices of entry)(**17**);
- (b) 11B (counter-notice requiring possession to be taken on specified date)(**18**);
- (c) 12 (unauthorised entry)(**19**); and
- (d) 13 (refusal to give possession to acquiring authority) (**20**),

of the 1965 Act are modified correspondingly.

(6) Section 20 (tenants at will, etc.)(**21**) of the 1965 Act 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 (interests omitted from purchase) of the 1965 Act as modified by [^{F2}article 30(4)] is also modified so as to enable the acquiring authority in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

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

“SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND NOT IN NOTICE TO TREAT

Introduction

1.—(1) This Schedule applies where an undertaker serves a notice to treat in respect of a right over, or a restrictive covenant affecting, the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 30 (application of the 1981 Act) of the A47/A11 Thickthorn Junction Development Consent Order 2022 in respect of the land to which the notice to treat relates.

(16) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67); section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71); section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1), sections 186(2), 187(2) and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22); and S.I. 2009/1307.

(17) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016.

(18) Section 11B was inserted by section 187(2) of the Housing and Planning Act 2016.

(19) Section 12 was amended by section 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23).

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

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

(2) But see article 32(3) (acquisition of subsoil or airspace only) of the A47/A11 Thickethorn Junction Development Consent Order 2022 which excludes the acquisition of subsoil or airspace 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 acquiring 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 28 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 acquiring 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 acquiring authority decides to refer the counter-notice to the Upper Tribunal it must do so within the decision period.

8. If the acquiring authority does not serve notice of a decision within the decision period it is to be treated as if it had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the acquiring authority serves 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 are included the owner’s interest in the house, building or factory.

Determination by the 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 the 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 acquiring authority ought to be required to take.

13. If the Upper Tribunal determines that the undertaker 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 acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring 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 it must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawing of the notice.

15. Any dispute as to the compensation is to be determined by the Upper Tribunal.”

Textual Amendments

F2 Words in Sch. 6 para. 5(7) substituted (31.7.2023) by The A47/A11 Thickethorn Junction Development Consent (Correction) Order 2023 (S.I. 2023/886), art. 1, Sch.

Commencement Information

I34 Sch. 6 para. 5 in force at 4.11.2022, see art. 1

SCHEDULE 7

Article 34

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

Commencement Information

I35 Sch. 7 in force at 4.11.2022, see art. 1

<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Plot Reference Number shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Relevant part of the authorised development</i>
Land Plans – Sheet 1			
Norfolk County Council Parish of Hethersett	1/3b	Facilitate provision of and provide temporary storage, welfare facilities, laydown areas, access and working space for Station Lane junction improvements.	Work Nos. 29, 43
Land Plans – Sheet 2			
Norfolk County Council	2/2a	Facilitate provision of and provide temporary	Work No. 24

Changes to legislation: There are currently no known outstanding effects for the The A47/
A11 Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

(1) <i>Location</i>	(2) <i>Plot Reference Number shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
Parish of Hethersett		storage, laydown areas, access and working space for drainage and A11 bridge extension structure.	
Land Plans – Sheet 3			
Norfolk County Council Parish of Hethersett	3/2b	Facilitate provision of and provide temporary storage, laydown areas, access and working space for drainage and A11 bridge extension structure.	Work Nos. 11, 24, 31 and 34
Norfolk County Council Parish of Hethersett	3/3c	Right to pass and repass with or without plant and vehicles to access adjoining parcels permanently acquired by the undertaker.	Work No. 12
Norfolk County Council Parish of Hethersett	3/3e	Material storage and processing area.	Work Nos. 2, 20 and 30
Norfolk County Council Parish of Ketteringham	3/3g	Temporary storage, laydown areas, access and working space to support construction in adjoining land parcels.	Work Nos. 14, 15, 37 and 38
Norfolk County Council Parish of Ketteringham	3/3j	East of A11 north of Cantley Wood.	Work Nos. 4, 11, 24, 31 and 34
Norfolk County Council Parish of Hethersett	3/6a	Right to pass and repass with or without plant and vehicles and including access to highways.	Work Nos. 4, 11, 24, 31 and 34
Norfolk County Council	3/7b	Facilitate provision of and provide temporary storage, laydown areas, access and working	Work Nos. 8, 13, 33 and 38

(1) <i>Location</i>	(2) <i>Plot Reference Number shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
Parish of Ketteringham		space for drainage and A11 bridge extension structure.	
Norfolk County Council Parish of Ketteringham/ Norfolk County Council Parish of Keswick and Intwood	3/8a	Right to pass and repass with or without plant and vehicles to access adjoining parcels permanently acquired by the undertaker.	Work Nos. 16 and 37
Norfolk County Council Parish of Ketteringham	3/8e	To facilitate access the Cantley Stream area to erect temporary fencing, vegetation clearance and watervole relocation.	Work Nos. 14, 37 and 38
Norfolk County Council Parish of Ketteringham	3/8g	Facilitate provision of and provide temporary storage, laydown areas, access and working space for improved residential access.	Work Nos. 8, 13, 33 and 38
Land Plans – Sheet 5			
Norfolk County Council Parish of Ketteringham	5/2b	Right to pass and repass with or without plant and vehicles and including access to highways.	Work Nos. 1, 2 and 3
Norfolk County Council Parish of Hethersett	5/2c	Right to pass and repass with or without plant and vehicles and including access to highways.	Work Nos. 1, 2 and 5
Norfolk County Council Parish of Hethersett	5/3b	Material storage and processing area.	Work Nos. 1, 2 and 3
Norfolk County Council	5/5a	Temporary storage, laydown areas, access and working space to	Work Nos. 1, 2 and 5

Changes to legislation: There are currently no known outstanding effects for the The A47/
A11 Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Plot Reference Number shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Relevant part of the authorised development</i>
Parish of Hethersett		support construction in adjoining land parcels.	
Land Plans – Sheet 6			
Norfolk County Council Parish of Ketteringham	6/3a	South of B1172 and west of the Cantley Lane Link Road.	Work Nos. 19, 24, 30 and 36
Norfolk County Council Parish of Ketteringham	6/3f	Material storage and processing area.	Work Nos. 10, 21 and 41
Norfolk County Council Parish of Cringleford	6/9a	Temporary storage, laydown areas, access and working space to support construction in adjoining land parcels.	Work Nos. 10, 21 and 41
Norfolk County Council Parish of Ketteringham	6/10a	South of B1172 and east of the Cantley Lane Link Road.	Work Nos. 10, 21 and 41
Land Plans – Sheet 7			
Norfolk County Council Parish of Ketteringham	7/1c	Material storage and processing area (access).	Work Nos. 6, 24 and 40
Norfolk County Council Parish of Ketteringham/ Norfolk County Council Parish of Keswick and Intwood	7/2a	Temporary storage, laydown areas, access and working space to support construction in adjoining land parcels.	Work No. 8
Norfolk County Council	7/6b	South of B1172 and west of the Cantley Lane Link Road.	Work No. 8

<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Plot Reference Number shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Relevant part of the authorised development</i>
Parish of Ketteringham/ Norfolk County Council Parish of Cringleford			
Norfolk County Council Parish of Ketteringham	7/6c	Right to pass and repass with or without plant and vehicles and including access to highways.	Work Nos. 6, 24 and 42
Norfolk County Council Parish of Cringleford	7/7c	Material storage and processing area.	Work Nos. 23 and 42
Norfolk County Council Parish of Cringleford	7/7e	Temporary storage, laydown areas, access and working space to support construction in adjoining land parcels.	Work Nos. 32 and 42
Norfolk County Council Parish of Cringleford	7/8b	East of A11 north of Cantley Wood.	Work Nos. 24, 32 and 42
Norfolk County Council Parish of Ketteringham	7/11a	Laydown areas and working width to support construction of new carriageway, footways, embankments, service diversions and drainage works on adjacent land parcels.	Work No. 8

SCHEDULE 8

Article 39

REMOVAL OF HEDGEROWS

PART 1

REMOVAL OF HEDGEROWS

Commencement Information

I36 Sch. 8 Pt. 1 in force at 4.11.2022, see [art. 1](#)

<i>(1)</i> <i>Location of hedgerow</i>	<i>(2)</i> <i>Work to be carried out</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
H5 to H5 shown on sheet 3 of the Hedgerow Plans	Partial removal	Work No. 2
H8 to H8 shown on sheet 5 of the Hedgerow Plans	Partial removal	Work No. 1
H9 to H9 shown on sheet 5 of the Hedgerow Plans	Full removal	Work Nos. 1 and 2

PART 2

REMOVAL OF IMPORTANT HEDGEROWS

Commencement Information

I37 Sch. 8 Pt. 2 in force at 4.11.2022, see [art. 1](#)

<i>(1)</i> <i>Location of hedgerow</i>	<i>(2)</i> <i>Work to be carried out</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
H6 to H6 shown on sheet 3 of the Hedgerow Plans	Partial removal and translocation	Work No. 12

SCHEDULE 9

Articles 36 and 48

PROTECTIVE PROVISIONS

PART 1

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 undertaker concerned.

Commencement Information

I38 Sch. 9 para. 1 in force at 4.11.2022, 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 no 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⁽²²⁾), belonging to or maintained by that utility undertaker;
- (b) in that case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter within the meaning of Part 1 of the Gas Act 1986⁽²³⁾ for the purposes of gas supply;
- (c) in the case of water undertaker, mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and
- (d) in the case of a sewerage undertaker—
 - (i) any drain or works vested in the utility undertaker under the Water Industry Act 1991⁽²⁴⁾; and
 - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works)⁽²⁵⁾ of that Act or an agreement to adopt made under section 104 (agreement to adopt sewers, drains or sewage disposal works at future date)⁽²⁶⁾ of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation)⁽²⁷⁾ of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works,

⁽²²⁾ 1989 c. 29. The definition of “electricity plant” (in section 64) was amended by section 108 of, and paragraphs 24 and 38(1) and (3) of Schedule 6 to, the Utilities Act 2000 (c. 27).

⁽²³⁾ 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by sections 3(2) and 76 of, and paragraphs 1 and 4 of Schedule 6, and Schedule 8 to, the Utilities Act 2000 (c. 27); sections 149(1) and (5) and 197(9) of, and Part 1 of Schedule 23 to, the Energy Act 2004 (c. 20); and S.I. 2011/2704.

⁽²⁴⁾ 1991 c. 56.

⁽²⁵⁾ Section 102(4) was amended by sections 96(1)(c) of the Water Act 2003 (c. 37).

⁽²⁶⁾ Section 104 was amended by sections 96(4) and 101(2) of, and Part 3 of Schedule 9 to, the Water Act 2003; section 42(3) of the Flood and Water Management Act 2010 (c. 29); and sections 11(1) and (2) and 56 of, and paragraphs 2 and 91 of Schedule 7 to, the Water Act 2014 (c. 21).

⁽²⁷⁾ There are amendments to section 219 which are not relevant to this Order.

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;

“plan” 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 the works to be executed; and

“utility undertaker” means—

- (a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;
- (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986;
- (c) a water undertaker within the meaning of the Water Industry Act 1991; and
- (d) 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

I39 Sch. 9 para. 2 in force at 4.11.2022, see [art. 1](#)

On street apparatus

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 (street works in England and Wales) of the 1991 Act.

Commencement Information

I40 Sch. 9 para. 3 in force at 4.11.2022, see [art. 1](#)

Apparatus in stopped up streets

4.—(1) Where any street is stopped up under article 17 (permanent stopping up and restriction of use of streets and private means of access), any utility undertaker whose apparatus is in the street has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to the utility undertaker legal easements reasonably satisfactory to the utility undertaker in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of the utility undertaker to require the removal of that apparatus under paragraph 7 (removal of apparatus) or the power of the undertaker to carry out works under paragraph 9 (retained apparatus).

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 16 (temporary [F3stopping up] and restriction of use of streets), a utility undertaker is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Textual Amendments

F3 Words in [Sch. 9 para. 4\(2\)](#) substituted (31.7.2023) by [The A47/A11 Thickethorn Junction Development Consent \(Correction\) Order 2023 \(S.I. 2023/886\)](#), art. 1, [Sch.](#)

Commencement Information

I41 Sch. 9 para. 4 in force at 4.11.2022, see [art. 1](#)

Protective works to buildings

5. The undertaker, in the case of the powers conferred by article 22 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Commencement Information

I42 Sch. 9 para. 5 in force at 4.11.2022, see [art. 1](#)

Acquisition of land

6. 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

I43 Sch. 9 para. 6 in force at 4.11.2022, see [art. 1](#)

Removal of apparatus

7.—(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 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 must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (6).

(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 28 days' 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 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 its best 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 51 (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 51 (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 the undertaker desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of 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.

Commencement Information

I44 Sch. 9 para. 7 in force at 4.11.2022, see [art. 1](#)

Facilities and rights for alternative apparatus

8.—(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 are to 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 51 (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

I45 Sch. 9 para. 8 in force at 4.11.2022, see [art. 1](#)

Retained apparatus

9.—(1) Not less than 28 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 7(2), the undertaker must submit to the utility undertaker in question a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan 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) are to be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is 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 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(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 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (5) 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 of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances.

(7) In relation to works which will or may be situated on, over, under or within 10 metres measured in any direction of any electricity apparatus, or involve embankment works within 10 metres of any electricity apparatus, the plan to be submitted to the utility undertaker under sub-paragraph (1) must be detailed, include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which they are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal;
- (d) the position of all electricity apparatus; and
- (e) by way of detailed drawings, every alteration proposed to be made to such apparatus.

Commencement Information

I46 Sch. 9 para. 9 in force at 4.11.2022, see [art. 1](#)

Expenses and costs

10.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker all expenses reasonably 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 7(2).

(2) The value of any apparatus removed under the provisions of this Part of this Schedule must be deducted from any sum payable under sub-paragraph (1), 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, is not

determined by arbitration in accordance with article 51 (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) must 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 must 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 must 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

I47 Sch. 9 para. 10 in force at 4.11.2022, see [art. 1](#)

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 5 or 7(2) 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 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) The fact that any act or thing may have been done by a utility undertaker on behalf of the undertaker or in accordance with a plan approved by a utility undertaker or in accordance with any requirement of a utility undertaker or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1).

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

(4) 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 and, if such consent is withheld, has the sole conduct of any settlement or compromise of any proceedings necessary to resist the claim or demand.

Commencement Information

I48 Sch. 9 para. 11 in force at 4.11.2022, see [art. 1](#)

Cooperation

12.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or a utility undertaker requires the removal of apparatus under paragraph 7(2) or a utility undertaker makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the utility undertaker’s undertaking and each utility undertaker must use its best endeavours to co-operate with the undertaker for that purpose.

(2) Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaker 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

I49 Sch. 9 para. 12 in force at 4.11.2022, see [art. 1](#)

PART 2

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

13. For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

Commencement Information

I50 Sch. 9 para. 13 in force at 4.11.2022, see [art. 1](#)

14. In this Part of this Schedule—

“the 2003 Act” means the Communications Act 2003(**28**);

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 (electronic communications, networks and services) of Part 2 of the 2003 Act(**29**);

“electronic communications code network” means—

- (a) so much of an electronic communications network or infrastructure system provided by an electronic communications code operator as is not excluded from the application of

(28) 2003 c. 21.

(29) See section 106 of the 2003 Act, which was amended by section 4(3) to (9) of the Digital Economy Act 2017 (c. 30). See also Schedule 3A to the 2003 Act, which was inserted by section 4 of, and Schedule 1 to, the Digital Economy Act.

the electronic communications code by a direction under section 106 (application of the electronic communications code) of the 2003 Act; and

- (b) an electronic communications network which the undertaker is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 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(2) of that code; and

“operator” means the operator of an electronic communications code network.

Commencement Information

I51 Sch. 9 para. 14 in force at 4.11.2022, see [art. 1](#)

15. The exercise of the powers conferred by article 36 (statutory undertakers) is subject to Part 10 (undertakers works affecting electronic communications apparatus) of the electronic communications code.

Commencement Information

I52 Sch. 9 para. 15 in force at 4.11.2022, see [art. 1](#)

16.—(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 51 (arbitration).

(5) 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 (street works in England and Wales) of the 1991 Act; or

(b) any damages, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

(6) 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

I53 Sch. 9 para. 16 in force at 4.11.2022, see [art. 1](#)

PART 3

FOR THE PROTECTION OF NATIONAL GRID AS ELECTRICITY UNDERTAKER

Application

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

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 10 (consent to transfer benefit of Order)—

- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as the case may be); and
- (b) written notice of the transfer or grant must be given to National Grid on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid (but see paragraph 27(3)(b)).

Commencement Information

I54 Sch. 9 para. 17 in force at 4.11.2022, see [art. 1](#)

Interpretation

18. In this Part of this Schedule—

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

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2(1) of this Order and for the purposes of this Part of this Schedule includes the use

and maintenance of the authorised works and construction of any works authorised by this Schedule;

“commence” and “commencement” in paragraph 25 of this Part of this Schedule includes any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment,

“deed 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 or replace existing easements, agreements, 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;

[^{F4}“functions” includes powers and duties;]

[^{F4}“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;]

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

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

“National Grid” means National Grid Electricity Transmission Plc or any successor as a licence holder within the meaning of Part 1 of the Electricity Act ;

“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;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works 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 undertaker under paragraph 23(2) or otherwise; or
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 23(2) or otherwise.

Textual Amendments

- F4** Words in Sch. 9 para. 18 substituted (31.7.2023) by [The A47/A11 Thickthorn Junction Development Consent \(Correction\) Order 2023 \(S.I. 2023/886\)](#), art. 1, [Sch.](#)

Commencement Information

- I55** Sch. 9 para. 18 in force at 4.11.2022, see [art. 1](#)

19. Except for paragraphs 36 (apparatus in stopped up streets), 41 (retained apparatus), 42 (expenses and costs) and 43 (indemnity) 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, the other provisions of this Schedule do 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

I56 Sch. 9 para. 19 in force at 4.11.2022, see [art. 1](#)

Apparatus of National Grid in stopped up streets

20.—(1) Where any street is stopped up under article 17 (permanent stopping up and restriction of use of streets and private means of access), if National Grid has any apparatus in the street or accessed via that street National Grid has the same rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to National Grid, or procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the stopping up of any such street but nothing in this paragraph affects any right of the undertaker or National Grid to require the removal of that apparatus under paragraph 23 (removal of apparatus) or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 25 (retained apparatus: protection of electricity undertaker).

(2) Notwithstanding the temporary alteration, diversion or restriction of any highway under the powers of article 16 (temporary stopping up and restriction of use of streets), National Grid will be at liberty at all times to take all necessary access across any such stopped up 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 alteration, diversion or restriction was in that street.

Commencement Information

I57 Sch. 9 para. 20 in force at 4.11.2022, see [art. 1](#)

Protective works to buildings

21. The undertaker must exercise the powers conferred by article 22 (protective work to buildings) so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid (such consent not to be unreasonably withheld)

Commencement Information

I58 Sch. 9 para. 21 in force at 4.11.2022, see [art. 1](#)

Acquisition of land

22.—(1) Regardless of any provision in this Order or anything shown on the land plans, the undertaker may not acquire any interest in land or apparatus or override any easement or other interest of National Grid otherwise than by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect 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 must as National Grid reasonably requires 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 be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the undertaker to procure and 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 or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Schedule prevail.

(4) Any agreement or consent granted by National Grid under paragraph 25 (retained apparatus: protection of electricity undertaker) or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

Commencement Information

I59 Sch. 9 para. 22 in force at 4.11.2022, see [art. 1](#)

Removal of apparatus

23.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraph (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to National Grid to its reasonable satisfaction (taking into account paragraph 22(1)) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of, or secured by, 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 or land secured by 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 save that this obligation does not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

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

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

Commencement Information

I60 Sch. 9 para. 23 in force at 4.11.2022, see [art. 1](#)

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker under 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, the matter may be referred to arbitration in accordance with paragraph 31 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Commencement Information

I61 Sch. 9 para. 24 in force at 4.11.2022, see [art. 1](#)

Retained apparatus: protection of electricity undertaker

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

(2) In relation to works which will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus, or involve embankment works within 15 metres of any apparatus, the plan to be submitted to National Grid 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;
- (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) any 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 any cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;
- (f) written details of the operations and maintenance regime for any cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid’s engineers; and
- (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to 26 tonnes in weight.

(4) The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until National Grid has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraphs (4)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,
- (b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage, for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or 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 (6) 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 will be entitled to watch and inspect the execution of those works.

(8) Where under sub-paragraph (6) National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid’s satisfaction prior to the commencement of any specified works for which protective works are required and National Grid must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid in accordance with sub-paragraphs (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 17 to 19 and 22 to 24 apply as if the removal of the apparatus had been required by the undertaker under paragraph 23(1).

(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 the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances.

(12) In sub-paragraph (11) “emergency works” means works whose execution at the time when they are executed is required in order to put an end to or to prevent the occurrence of circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

Commencement Information

I62 Sch. 9 para. 25 in force at 4.11.2022, see [art. 1](#)

Expenses

26.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly 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 or alternative apparatus which may be required in consequence of the execution of any authorised works including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid;
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 23(3) (removal of apparatus); or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (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, is not determined by arbitration in accordance with paragraph 31 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and 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 will 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 will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, 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

I63 Sch. 9 para. 26 in force at 4.11.2022, see [art. 1](#)

Indemnity

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 works 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 the authorised 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 will—

- (a) bear and pay on demand accompanied by an invoice or claim from National Grid the cost reasonably and properly 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 aforesaid other than arising from any default of National Grid.

(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 or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid 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 accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes 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;
- (b) any part of the authorised works carried out by National Grid in the exercise of any functions conferred by this Order pursuant to a grant or transfer under article 10 (consent to transfer benefit of Order).

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

(5) National Grid must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Grid must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid's control and if reasonably requested to do so by the undertaker National Grid must provide an explanation of how the claim has been minimised, where relevant.

Commencement Information

I64 Sch. 9 para. 27 in force at 4.11.2022, see [art. 1](#)

Enactments and agreements

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

Commencement Information

I65 Sch. 9 para. 28 in force at 4.11.2022, see [art. 1](#)

Co-operation

29.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid requires the removal of apparatus under paragraph 23(1) (removal of apparatus) or National Grid makes requirements for the protection or alteration of apparatus under

paragraph 25 (retained apparatus: protection of electricity undertaker), the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever the undertaker's or National Grid's consent, agreement or approval is required in relation to plans, documents or other information submitted under this schedule, or agreement is required to be reached between the parties under this schedule, it must not be unreasonably withheld or delayed.

Commencement Information

I66 Sch. 9 para. 29 in force at 4.11.2022, see [art. 1](#)

Access

30. If in consequence of the agreement reached in accordance with paragraph 22(1) (acquisition of land) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

Commencement Information

I67 Sch. 9 para. 30 in force at 4.11.2022, see [art. 1](#)

Arbitration

31. Save for differences or disputes arising under paragraph 23(2), 23(4) and 24(1), any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 51 (arbitration).

Commencement Information

I68 Sch. 9 para. 31 in force at 4.11.2022, see [art. 1](#)

Notices

32. Notwithstanding article 50 (service of notices), any plans submitted to National Grid by the undertaker pursuant to paragraph 25 (retained apparatus: protection of electricity undertaker) must be sent to <https://lsbud.co.uk/> and 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

I69 Sch. 9 para. 32 in force at 4.11.2022, see [art. 1](#)

PART 4

FOR THE PROTECTION OF ANGLIAN WATER SERVICES LIMITED

Application

33. For the protection of Anglian Water, the following provisions have effect, unless otherwise agreed in writing between the undertaker and Anglian Water.

Commencement Information

I70 Sch. 9 para. 33 in force at 4.11.2022, see [art. 1](#)

Interpretation

34. In this Part of this Schedule –

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;
- (b) any drain or works vested in Anglian Water under The Water Industry Act 1991,
- (c) 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
- (d) includes a sludge main, disposal main 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

and for the purpose of this definition, where words are defined by section 219 of the Water Industry Act 1991 they shall be taken to have the same meaning.

“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

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

Commencement Information

I71 Sch. 9 para. 34 in force at 4.11.2022, see [art. 1](#)

On street apparatus

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

Commencement Information

I72 Sch. 9 para. 35 in force at 4.11.2022, see [art. 1](#)

Apparatus in stopped up streets

36.—(1) Where any street is stopped up under article 17 (permanent stopping up and restriction of use of streets and private means of access), where Anglian Water has apparatus in the street or accessed by virtue of that street, it has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Anglian Water legal easements reasonably satisfactory to Anglian Water in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of Anglian Water to require the removal of that apparatus under paragraph 39 (removal of apparatus) or the power of the undertaker to carry out works under paragraph 41^{F5}(retained apparatus)].

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 16 (temporary stopping up and restriction of the use of streets), Anglian Water is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Textual Amendments

F5 Words in [Sch. 9 para. 36\(1\)](#) substituted (31.7.2023) by [The A47/A11 Thickthorn Junction Development Consent \(Correction\) Order 2023 \(S.I. 2023/886\)](#), [art. 1](#), [Sch.](#)

Commencement Information

I73 Sch. 9 para. 36 in force at 4.11.2022, see [art. 1](#)

Protective works to buildings

37. The undertaker, in the case of the powers conferred by article 22 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Commencement Information

I74 Sch. 9 para. 37 in force at 4.11.2022, see [art. 1](#)

Acquisition of land

38. 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

I75 Sch. 9 para. 38 in force at 4.11.2022, see [art. 1](#)

Removal of apparatus

39.—(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 requires that Anglian Water’s apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not (without the prior written consent of Anglian Water) be extinguished, until:

- (a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and
- (b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 40 (facilities and rights for alternative apparatus).

(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 Anglian Water 28 days’ 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 an undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water 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 Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best 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 Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 51 (arbitration).

(5) Anglian Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 51 (arbitration), and after the grant to Anglian Water of any such facilities and rights as are referred to in sub-paragraphs (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 Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.

(7) Notice under sub-paragraph (6) that Anglian Water desires the undertaker to execute any work, or part of any work, must be given within 14 days of agreement under sub-paragraph (4) or, in default of agreement, within 14 days of the date of settlement by arbitration under sub-paragraph (4).

(8) If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For

the avoidance of doubt, any such “deemed consent” does not extend to the actual undertaking of the removal works, which shall remain the sole responsibility of Anglian Water or its contractors.

(9) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker shall, before taking or requiring any further step in such substitution works, use best endeavours to comply with Anglian Water’s reasonable requests for a reasonable period of time to enable Anglian Water to:

- (a) make network contingency arrangements; or
- (b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

Commencement Information

I76 Sch. 9 para. 39 in force at 4.11.2022, see [art. 1](#)

Facilities and rights for alternative apparatus

40.—(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 are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water or in default of agreement settled by arbitration in accordance with article 51 (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 Anglian Water 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 Anglian Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(3) Such facilities and rights as are set out in this paragraph are deemed to include any statutory permits granted to the undertaker in respect of the apparatus in question, whether under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation.

Commencement Information

I77 Sch. 9 para. 40 in force at 4.11.2022, see [art. 1](#)

Retained apparatus

41.—(1) Not less than 28 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 (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 39(2) (removal of apparatus), the undertaker must submit to Anglian Water a plan of the works to be executed.

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

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If Anglian Water 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, sub-paragraphs (1) to (3) and (6) to (7) apply as if the removal of the apparatus had been required by the undertaker under paragraph 39(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 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to Anglian Water notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances and will keep the impact of those emergency works on Anglian Water's apparatus, on the operation of its water and sewerage network and on end-users of the services Anglian Water provides to a minimum.

(7) For the purposes of sub-paragraph (1), works are deemed to be in land near Anglian Water's apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus:

- (a) 2.25 metres where the diameter of the pipe is less than 150 millimetres;
- (b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres;
- (c) 4.5 metres where the diameter of the pipe is between 451 and 750 millimetres; and
- (d) 6 metres where the diameter of the pipe exceeds 750 millimetres.

Commencement Information

I78 Sch. 9 para. 41 in force at 4.11.2022, see [art. 1](#)

Expenses and costs

42.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Anglian Water all expenses reasonably incurred by Anglian Water 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 this Part of the Schedule.

(2) There must 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—

- (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, is not determined by arbitration in accordance with article 51 (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 Anglian Water by virtue of sub-paragraph (1) must 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; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to Anglian Water 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 Anglian Water 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

I79 Sch. 9 para. 42 in force at 4.11.2022, see [art. 1](#)

Indemnity

43.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 37 (protective work to buildings) or 39(2) (removal of apparatus), or by reason of any subsidence resulting from such development or 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 Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

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

(2) The fact that any act or thing may have been done by Anglian Water on behalf of the undertaker or in accordance with a plan approved by Anglian Water or in accordance with any requirement of Anglian Water or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Anglian Water fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

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

(4) Anglian Water 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 (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Commencement Information

I80 Sch. 9 para. 43 in force at 4.11.2022, see [art. 1](#)

Cooperation

44. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 39(2) (removal of apparatus) or Anglian Water makes requirements for the protection or alteration of apparatus under sub-paragraph (9), the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Anglian Water's undertaking and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

Commencement Information

I81 Sch. 9 para. 44 in force at 4.11.2022, see [art. 1](#)

45. Where the undertaker identifies any apparatus which may belong to or be maintainable by Anglian Water but which does not appear on any statutory map kept for the purpose by Anglian Water, it shall inform Anglian Water of the existence and location of the apparatus as soon as reasonably practicable.

Commencement Information

I82 Sch. 9 para. 45 in force at 4.11.2022, see [art. 1](#)

46. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Anglian Water 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

I83 Sch. 9 para. 46 in force at 4.11.2022, see [art. 1](#)

47. Any time period in which an action must be taken in this Part of the Schedule may be amended by written agreement between the undertaker and Anglian Water.

Commencement Information

I84 Sch. 9 para. 47 in force at 4.11.2022, see [art. 1](#)

PART 5

FOR THE PROTECTION OF CADENT AS GAS UNDERTAKER

Application

48. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

Commencement Information

185 Sch. 9 para. 48 in force at 4.11.2022, see [art. 1](#)

Interpretation

49. In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables or other apparatus belonging to or maintained by Cadent for the purposes of Cadent’s undertaking together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of Cadent’s undertaking and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“Cadent” means Cadent Gas Limited and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

“Cadent’s undertaking” means the rights, duties and obligations of Cadent Gas Limited as a public gas transporter within the meaning of Section 7 of the Gas Act 1986⁽³⁰⁾ (as amended by the Gas Act 1995);

“commence” and “commencement” include any below ground surveys, monitoring, work operations, remedial work in respect of any contamination or other adverse ground condition, the receipt and erection of construction plant and equipment, and non-intrusive investigations for the purpose of assessing ground conditions;

“deed 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 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;

“facilities and rights” for construction and for maintenance include any appropriate working areas required to reasonably and safely undertake that construction or maintenance, and any necessary rights of access;

“functions” includes powers and duties;

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

⁽³⁰⁾ A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by sections 3(2) and 76 of, and paragraphs 1 and 4 of Schedule 6, and Schedule 8 to, the Utilities Act 2000 (c. 27); sections 149(1) and (5) and 197(9) of, and part 1 of Schedule 23 to, the Energy Act 2004 (c. 20); and S.I. 2011/2704.

“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, requires the undertaker to submit for Cadent’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;

“maintain” and “maintenance” have effect as if Cadent’s existing apparatus was authorised development and as if the term maintain includes protect and use;

“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;

“rights” includes restrictive covenants and, in relation to decommissioned apparatus, the surrender of rights, release of liabilities and transfer of decommissioned apparatus; and

“specified works” means any of the authorised development or activities (including maintenance) 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 undertaker under [F6paragraph 54(2)] (removal of apparatus) or otherwise; or
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under [F6paragraph 54(2)] or otherwise.

Textual Amendments

F6 Words in [Sch. 9 para. 49](#) substituted (31.7.2023) by [The A47/A11 Thickethorn Junction Development Consent \(Correction\) Order 2023 \(S.I. 2023/886\)](#), [art. 1](#), [Sch.](#)

Commencement Information

I86 [Sch. 9 para. 49](#) in force at 4.11.2022, see [art. 1](#)

On Street apparatus

50.—(1) This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act, except for—

- (a) paragraphs [51](#) (apparatus of Cadent in stopped up streets), [56](#) (retained apparatus: protection of Cadent), [57](#) (expenses) and [58](#) (indemnity); and
- (b) where sub-paragraph (2) applies, paragraphs [54](#) (removal of apparatus) and [55](#) (facilities and rights for alternative apparatus).

(2) This sub-paragraph applies where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing public highway, notwithstanding that any diversion may be carried out under the provisions of Part 3 of the 1991 Act.

(3) Paragraph [57](#) does not apply where the authorised development constitutes major highway works, major bridge works or major transport works for the purposes of Part 3 of the 1991 Act, but instead—

- (a) the allowable costs of the relocation works are to be determined in accordance with section 85 (sharing of cost of necessary measures) of that Act and any regulations for the time being having effect under that section; and
- (b) the allowable costs are to be borne by the undertaker and Cadent in such proportions as may be prescribed by any such regulations.

Commencement Information

I87 Sch. 9 para. 50 in force at 4.11.2022, see [art. 1](#)

Apparatus of Cadent in stopped up streets

51.—(1) Where any street is stopped up under article 17 (permanent stopping up and restriction of use of streets and private means of access), if Cadent has any apparatus in the street or accessed via that street Cadent is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Cadent, or procure the granting to Cadent of, legal easements reasonably satisfactory to Cadent in respect of such apparatus and access to it prior to the stopping up of any such street or highway, but nothing in this paragraph shall affect any right of the undertaker or of Cadent to require the removal of that apparatus under [^{F7}paragraph 54 (removal of apparatus)].

(2) Notwithstanding the temporary alteration, diversion or restriction of use of any street under the powers of article 16 (temporary stopping up and restriction of use of streets), Cadent will be 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 it would have been entitled to do immediately before such temporary alteration, diversion or restriction of use in respect of any apparatus which at the time of the stopping up or diversion was in that street.

Textual Amendments

F7 Words in [Sch. 9 para. 51\(1\)](#) substituted (31.7.2023) by [The A47/A11 Thickthorn Junction Development Consent \(Correction\) Order 2023 \(S.I. 2023/886\)](#), [art. 1](#), [Sch.](#)

Commencement Information

I88 Sch. 9 para. 51 in force at 4.11.2022, see [art. 1](#)

Protective works to buildings

52. The undertaker must exercise the powers conferred by article 22 (protective work to buildings) so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent (such consent not to be unreasonably withheld or delayed).

Commencement Information

I89 Sch. 9 para. 52 in force at 4.11.2022, see [art. 1](#)

Acquisition of land

53.—(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 may not appropriate or acquire any

interest in land or appropriate, acquire, extinguish, interfere with or override any easement or other interest in land of Cadent otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between Cadent and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of Cadent or affect the provisions of any enactment or agreement regulating the relations between Cadent and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Cadent reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by Cadent, and it will be the responsibility of the undertaker to procure or secure the consent to 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 development.

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

(4) Any agreement or consent granted by Cadent under paragraph 56 (retained apparatus: protection of Cadent) or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement under sub-paragraph (1) that involves de-commissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement or other interest of Cadent in such decommissioned apparatus and release Cadent from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(6) Where an undertaker acquires land which is subject to any Cadent right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 54 (removal of apparatus) do not apply, the undertaker must, unless Cadent agrees otherwise—

- (a) retain any notice of Cadent’s easement, right or other interest on the title to the relevant land when registering the undertaker’s title to such acquired land; and
- (b) (where no such notice of Cadent’s easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker’s interest in such acquired land at the Land Registry) a notice of Cadent’s easement, right or other interest in relation to such acquired land.

Commencement Information

190 Sch. 9 para. 53 in force at 4.11.2022, see [art. 1](#)

Removal of apparatus

54.—(1) If, in the exercise of the powers conferred by this Order, including pursuant to any agreement reached in accordance with [^{F8}paragraph 53] (acquisition of land), the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation,

and the facilities and rights referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of Cadent and in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent advance 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 Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its satisfaction (taking into account paragraph 55(1) (facilities and rights for alternative apparatus)) the necessary facilities and rights—

- (a) for the construction of alternative apparatus; and
- (b) subsequently, for the maintenance of that apparatus.

(3) If 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, Cadent 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 assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for Cadent to use its compulsory purchase powers unless it (in its absolute discretion) elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by 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 Cadent and the undertaker.

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

Textual Amendments

- F8** Words in [Sch. 9 para. 54\(1\)](#) substituted (31.7.2023) by [The A47/A11 Thickethorn Junction Development Consent \(Correction\) Order 2023 \(S.I. 2023/886\)](#), art. 1, [Sch.](#)

Commencement Information

- I91** [Sch. 9 para. 54](#) in force at 4.11.2022, see [art. 1](#)

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (1) 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 Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed, then the terms and conditions to which those facilities and rights are subject may be referred to arbitration

in accordance with [F9 paragraph 62] (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Textual Amendments

F9 Words in Sch. 9 para. 55(2) substituted (31.7.2023) by The A47/A11 Thickethorn Junction Development Consent (Correction) Order 2023 (S.I. 2023/886), art. 1, Sch.

Commencement Information

I92 Sch. 9 para. 55 in force at 4.11.2022, see art. 1

Retained apparatus: protection of Cadent

56.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent 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; and
- (f) any intended maintenance regimes.

(3) The undertaker must not commence any specified works until Cadent has given written approval of the plan so submitted (and the ground monitoring scheme if required).

(4) Any approval of Cadent given under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5); and
- (b) must not be unreasonably withheld or delayed and Cadent must meaningfully engage with the undertaker within 28 days of the date of submission of the plan under sub-paragraph (1).

(5) Cadent may require such modifications to be made to the plan as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Specified works must only be executed in accordance with—

- (a) the plan submitted under sub-paragraph (1) (and ground monitoring scheme if required), as approved or as amended from time to time by agreement between the undertaker and Cadent; and
- (b) all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works.

(7) Where Cadent requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must

be carried out to Cadent’s satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) If Cadent, 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 50 and 52 to 54 apply as if the removal of the apparatus had been required by the undertaker under paragraph 53(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 the specified works, a new plan (and ground monitoring scheme if required), instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan (and ground monitoring scheme if required).

(10) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development (including such an event attributable to its maintenance)—

- (a) the undertaker must implement an appropriate ground mitigation scheme; and
- (b) Cadent 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 [F10 paragraph 57] (expenses).

(11) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances.

(12) In this paragraph, “emergency works” means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

Textual Amendments

F10 Words in Sch. 9 para. 56(10)(b) substituted (31.7.2023) by The A47/A11 Thicket Junction Development Consent (Correction) Order 2023 (S.I. 2023/886), art. 1, Sch.

Commencement Information

I93 Sch. 9 para. 56 in force at 4.11.2022, see art. 1

Expenses

57.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand, all charges, costs and expenses reasonably anticipated or reasonably incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent;
 - (i) using its own compulsory purchase powers to acquire any necessary rights under [F11 paragraph 54(3) (removal)] of apparatus] if it elects to do so; or

- (ii) exercising any compulsory purchase powers under this Order transferred to or benefitting Cadent;
 - (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;
 - (g) any watching brief pursuant to paragraph 56(6) (retained apparatus: protection of Cadent).
- (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, is not determined by arbitration in accordance with paragraph 62 (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 Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances (or it would be unlawful due to a statutory or regulatory change) to obtain the existing type of apparatus at the same capacity and 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 will 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 will 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 Cadent in respect of works by virtue of sub-paragraph (1) will, 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 Cadent 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.

Textual Amendments

F11 Words in Sch. 9 para. 57(1)(a)(i) substituted (31.7.2023) by [The A47/A11 Thickthorn Junction Development Consent \(Correction\) Order 2023 \(S.I. 2023/886\)](#), art. 1, [Sch.](#)

Commencement Information

I94 Sch. 9 para. 57 in force at 4.11.2022, see [art. 1](#)

Indemnity

58.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised development (including works carried out under article 22 (protective work to buildings)) by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by the undertaker) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from Cadent, the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and
- (b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty, compensation or costs properly incurred by, paid by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent 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 accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes 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 Cadent, its officers, servants, contractors or agents; and
- (b) any part of the authorised development carried out by Cadent in the exercise of any functions conferred by this Order pursuant to a grant or transfer under article 10 (consent to transfer benefit of the Order).
- (c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable at the commencement of the relevant works referred to in sub-paragraph (1)

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

Commencement Information

I95 Sch. 9 para. 58 in force at 4.11.2022, see [art. 1](#)

Enactments and agreements

59. Except where this Part of this Schedule provides otherwise, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent 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

I96 Sch. 9 para. 59 in force at 4.11.2022, see [art. 1](#)

Co-operation

60.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or Cadent requires the removal of apparatus under [^{F12}paragraph 54(2)] (removal of apparatus) or Cadent makes requirements for the protection or alteration of apparatus under [^{F12}paragraph 56] (retained apparatus: protection of Cadent), the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent's undertaking and Cadent must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Cadent's consent, agreement or approval is required in relation to plans, documents or other information submitted by Cadent or the taking of action by Cadent, it must not be unreasonably withheld or delayed.

Textual Amendments

F12 Words in Sch. 9 para. 60(1) substituted (31.7.2023) by [The A47/A11 Thickethorn Junction Development Consent \(Correction\) Order 2023 \(S.I. 2023/886\)](#), [art. 1](#), [Sch.](#)

Commencement Information

I97 Sch. 9 para. 60 in force at 4.11.2022, see [art. 1](#)

Access

61. If in consequence of any agreement reached in accordance with paragraph 53(1) (acquisition of land) or the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Commencement Information

I98 Sch. 9 para. 61 in force at 4.11.2022, see [art. 1](#)

Arbitration

62. Save for differences or disputes arising under [^{F13}paragraph 54(2) (removal of apparatus) and (4)] any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 51 (arbitration).

Textual Amendments

F13 Words in Sch. 9 para. 62 substituted (31.7.2023) by The A47/A11 Thickthorn Junction Development Consent (Correction) Order 2023 (S.I. 2023/886), art. 1, Sch.

Commencement Information

I99 Sch. 9 para. 62 in force at 4.11.2022, see art. 1

Notices

63. Notwithstanding article 50 (service of notices) any plans submitted to Cadent by the undertaker pursuant to [^{F14}paragraph 56(1)] (retained apparatus: protection of Cadent) must be sent via email to Cadent Gas Limited Plant Protection at plantprotection@cadentgas.com as well as via post to Plant Protection, Cadent Gas Limited, Brick Kiln Street, Hinckley, Leicestershire, LE10 0NA, or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker in writing.

Textual Amendments

F14 Words in Sch. 9 para. 63 substituted (31.7.2023) by The A47/A11 Thickthorn Junction Development Consent (Correction) Order 2023 (S.I. 2023/886), art. 1, Sch.

Commencement Information

I100 Sch. 9 para. 63 in force at 4.11.2022, see art. 1

PART 6

FOR THE PROTECTION OF RAILWAY INTERESTS

64. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 78 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

Commencement Information

I101 Sch. 9 para. 64 in force at 4.11.2022, see art. 1

65. In this Part of this Schedule—

“asset protection agreement” means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences)(**31**) of the Railways Act 1993;

“Network Rail” means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at 1 Eversholt Street, London NW1 2DN) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 of the Companies Act 2006(**32**)) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited’s railway undertaking;

“plans” includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“protective works” means any works specified by the engineer under paragraph 68(4);

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

“regulatory consents” means any consent or approval required under:

- (a) the Railways Act 1993;
- (b) the network licence; and/or
- (c) any other relevant statutory or regulatory provisions;

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development; and

“specified work” means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 6 (^{F15}... maintenance of authorised development) in respect of such works.

Textual Amendments

F15 Words in [Sch. 9 para. 65](#) omitted (31.7.2023) by virtue of [The A47/A11 Thickethorn Junction Development Consent \(Correction\) Order 2023 \(S.I. 2023/886\)](#), art. 1, [Sch.](#)

(31) [1993 c. 43](#). Section 8 was amended by section 216 of, and Part 1 of Schedule 2, paragraph 4 of Schedule 7 and Part 4 of Schedule 31 to, the Transport Act 2000 ([c. 38](#)); by section 16(5) of, and paragraph 5 of Schedule 2 to, the Railways and Transport Safety Act 2003 ([c. 20](#)); sections 1 and 60 of, and paragraph 3 of Schedule 1 and Part 1 of Schedule 13 to, the Railways Act 2005 ([c. 38](#)); and [S.I. 2015/1682](#).

(32) [2006 c. 46](#).

Commencement Information

I102 Sch. 9 para. 65 in force at 4.11.2022, see [art. 1](#)

66.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

Commencement Information

I103 Sch. 9 para. 66 in force at 4.11.2022, see [art. 1](#)

67.—(1) The undertaker must not exercise the powers conferred by—

- (a) article 5 (development consent etc. granted by the Order);
- (b) article 6 (^{F16}... maintenance of authorised development);
- (c) article 21 (discharge of water);
- (d) article 23 (authority to survey and investigate the land);
- (e) article 24 (compulsory acquisition of land);
- (f) article 27 (compulsory acquisition of rights and imposition of restrictive covenants);
- (g) article 32 (acquisition of subsoil or airspace only);
- (h) article 34 (temporary use of land for carrying out the authorised development);
- (i) article 35 (temporary use of land for maintaining the authorised development);
- (j) article 36 (statutory undertakers);
- (k) article 29 (private rights over land);
- (l) article 39 (felling or lopping of trees and removal of hedgerows);
- (m) article 40 (trees subject to tree preservation orders);
- (n) section 11(3) (power of entry)(**33**) of the 1965 Act;
- (o) section 203 (power to override easements and rights) of the Housing and Planning Act 2016;
- (p) section 172 (right to enter and survey land) of the Housing and Planning Act 2016; or
- (q) any powers under in respect of the temporary possession of land under the Neighbourhood Planning Act 2017,

(33) Section 11(3) was amended by section 179 of, and paragraph 6 of Schedule 14 to, the Housing and Planning Act 2016 and S.I. 2009/1307.

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 (extinguishment of rights of statutory undertakers: preliminary notices) or 272 (extinguishment of rights of electronic communications code network operators: preliminary notices)⁽³⁴⁾ of the 1990 Act, article 36 (statutory undertakers), or article 29 (private rights over land), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

(7) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

Textual Amendments

F16 Words in [Sch. 9 para. 67\(1\)\(b\)](#) omitted (31.7.2023) by virtue of [The A47/A11 Thickethorn Junction Development Consent \(Correction\) Order 2023 \(S.I. 2023/886\)](#), [art. 1](#), [Sch.](#)

Commencement Information

I104 [Sch. 9 para. 67](#) in force at 4.11.2022, see [art. 1](#)

68.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker

⁽³⁴⁾ Section 272 was amended by section 406(1) to, and paragraph 103 of Schedule 17 to, the Communications Act 2003.

that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

Commencement Information

I105 Sch. 9 para. 68 in force at 4.11.2022, see [art. 1](#)

69.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 68(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 68;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

Commencement Information

I106 Sch. 9 para. 69 in force at 4.11.2022, see [art. 1](#)

70. The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

.....
Commencement Information

I107 Sch. 9 para. 70 in force at 4.11.2022, see [art. 1](#)

71. Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

.....
Commencement Information

I108 Sch. 9 para. 71 in force at 4.11.2022, see [art. 1](#)

72.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 68(4), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 73(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

.....
Commencement Information

I109 Sch. 9 para. 72 in force at 4.11.2022, see [art. 1](#)

73. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 68(3) or in constructing any protective works under the provisions of paragraph 68(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

Commencement Information

I110 Sch. 9 para. 73 in force at 4.11.2022, see [art. 1](#)

74.—(1) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 68(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(2) Subject to sub-paragraph (4), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(3) In order to facilitate the undertaker’s compliance with sub-paragraph (2)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 68(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to sub-paragraph (a).

(4) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail’s apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 68(1) has effect subject to this sub-paragraph.

(5) Prior to the commencement of operation of the authorised development the undertaker shall test the use of the authorised development in a manner that shall first have been agreed with Network

Rail and if, notwithstanding any measures adopted pursuant to sub-paragraph (2), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (4)) to Network Rail's apparatus.

(6) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and
- (d) the undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

(7) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (4) or (5)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;
- (b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with sub-paragraph (5).

(8) To the extent that it would not otherwise do so, the indemnity in paragraph 78(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (5) applies.

(9) For the purpose of paragraph 73(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(10) In relation to any dispute arising under this paragraph the reference in [F17] article 51] (Arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Engineering and Technology.

(11) In this paragraph—

“EMI” means, subject to sub-paragraph (1), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

“Network Rail's apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

Textual Amendments

F17 Words in Sch. 9 para. 74(10) substituted (31.7.2023) by [The A47/A11 Thickethorn Junction Development Consent \(Correction\) Order 2023 \(S.I. 2023/886\)](#), art. 1, Sch.

Commencement Information

I111 Sch. 9 para. 74 in force at 4.11.2022, see [art. 1](#)

75. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

Commencement Information

I112 Sch. 9 para. 75 in force at 4.11.2022, see [art. 1](#)

76. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

Commencement Information

I113 Sch. 9 para. 76 in force at 4.11.2022, see [art. 1](#)

77. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

Commencement Information

I114 Sch. 9 para. 77 in force at 4.11.2022, see [art. 1](#)

78.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 45 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction, maintenance or operation of a specified work or the failure thereof;
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;
- (c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;
- (d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result

of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others; and

- (e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development,

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

- (a) give the undertaker reasonable written notice of any such claims or demands;
- (b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and
- (c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

“the relevant costs” means the costs, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in subparagraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

Commencement Information

I115 Sch. 9 para. 78 in force at 4.11.2022, see [art. 1](#)

79. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 78) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

Commencement Information

I116 Sch. 9 para. 79 in force at 4.11.2022, see [art. 1](#)

80. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

Commencement Information

I117 Sch. 9 para. 80 in force at 4.11.2022, see [art. 1](#)

81. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works and land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

Commencement Information

I118 Sch. 9 para. 81 in force at 4.11.2022, see [art. 1](#)

82. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part 1 of the Railways Act 1993.

Commencement Information

I119 Sch. 9 para. 82 in force at 4.11.2022, see [art. 1](#)

83. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 10 (consent to transfer benefit of Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

Commencement Information

I120 Sch. 9 para. 83 in force at 4.11.2022, see [art. 1](#)

84. The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 49 (certification of documents, etc.) are

certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

Commencement Information

I121 Sch. 9 para. 84 in force at 4.11.2022, see [art. 1](#)

85. In relation to any dispute arising under ^{F18}... this Part of this Schedule (except for those disputes referred to in paragraph 74(10)) the provisions of article 51 (arbitration) shall not apply and any such dispute, unless otherwise provided for, must 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) to the President of the Institution of Civil Engineers.

Textual Amendments

F18 Words in [Sch. 9 para. 85](#) omitted (31.7.2023) by virtue of [The A47/A11 Thickthorn Junction Development Consent \(Correction\) Order 2023 \(S.I. 2023/886\)](#), [art. 1](#), [Sch.](#)

Commencement Information

I122 Sch. 9 para. 85 in force at 4.11.2022, see [art. 1](#)

SCHEDULE 10

Article 49

DOCUMENTS TO BE CERTIFIED

Commencement Information

I123 Sch. 10 in force at 4.11.2022, see [art. 1](#)

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Document</i>	<i>Document Reference</i>	<i>Revision</i>
Book of reference	TR010037/APP/4.3	Revision 4 [REP9-009]
Classification of roads plans	TR010037/APP/2.11	Revision 2 [REP6-002]
EMP (First Iteration)	TR010037/APP/7.4	Revision 3 [REP8-007]
Engineering drawings and sections	TR010037/APP/2.7	Revision 1 [REP9-002]
Environmental statement	TR010037/APP/6.1 – 6/3	Revision 0 [APP-038, APP-040 to APP-047, APP-049, APP-052, APP-055 to APP-092, APP-095 to APP-110, APP-112 to APP-116, APP-118 to APP-121] Revision 1 [REP3-006, REP3-008, REP4-008,

Changes to legislation: There are currently no known outstanding effects for the The A47/
A11 Thickthorn Junction Development Consent Order 2022. (See end of Document for details)

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Document</i>	<i>Document Reference</i>	<i>Revision</i>
		REP4-010, REP4-012, REP4-014, REP4-016, REP8-004]
		Revision 2 [REP4-006, REP4-011]
General arrangement plans	TR010037/APP/2.2	Revision 1 [AS-019]
Hedgerow plans	TR010037/APP/2.12	Revision 1 [REP4-002]
Land plans	TR010037/APP/2.3	Revision 2 [AS-020]
Special category land plans	TR010037/APP/2.10	Revision 1 [AS-026]
Environmental masterplan	TR010037/APP/6.8	Revision 1 [AS-032]
Rights of way and access plans	TR010037/APP/2.5	Revision 1 [AS-022]
Traffic regulation plans	TR010037/APP/2.6	Revision 2 [REP10-002]
Works plans	TR010037/APP/2.4	Revision 1 [AS-021]
Outline traffic management plan	TR010037/APP/7.5	Revision 2 [REP6-009]

Changes to legislation:

There are currently no known outstanding effects for the The A47/A11 Thickthorn Junction Development Consent Order 2022.