
STATUTORY INSTRUMENTS

2024 No. 733

The A1 in Northumberland: Morpeth to
Ellingham Development Consent Order 2024

PART 2

PRINCIPAL POWERS

Development consent etc. granted by the Order

4.—(1) Subject to the provisions of this Order including the requirements in Schedule 2 (requirements), the undertaker is granted development consent for the authorised development to be carried out and operated within the Order limits.

(2) Any enactment applying to land within or adjacent to the Order limits has effect subject to the provisions of this Order.

Maintenance of authorised development

5. The undertaker may at any time maintain the authorised development, except to the extent that this Order, or an agreement made under this Order, provides otherwise.

Maintenance of drainage works

6.—(1) Nothing in this Order, or the construction, maintenance or operation of the authorised development under it, affects any responsibility for the maintenance of any works connected with the drainage of land, whether that responsibility is imposed or allocated by or under any enactment, or otherwise, unless otherwise agreed in writing between the undertaker and the person responsible.

(2) In this article “drainage” has the same meaning as in section 72 (interpretation) of the Land Drainage Act 1991(1).

Planning permission

7. If planning permission is granted under the powers conferred by the 1990 Act for development any part of which is within the Order limits following the coming into force of this Order that is—

- (a) not itself a nationally significant infrastructure project under the 2008 Act or part of such a project; or
- (b) required to complete or enable the use or operation of any part of the authorised development,

the carrying out of such development, under the terms of the planning permission does not breach the terms of this Order.

(1) 1991 c. 59. The definition of “drainage” was substituted by section 100(2) of the Environment Act 1995 (c. 25).

Limits of deviation

- 8.—(1) In carrying out the authorised development the undertaker may—
- (a) deviate laterally from the lines or situations of the authorised development shown on the works plans to the extent of the limits of deviation shown on those plans; and
 - (b) deviate vertically from the levels of the authorised development shown on the engineering drawings and sections to a maximum of—
 - (i) in respect of the Part A online works and the Part B online works, 0.25 metres upwards or 0.25 metres downwards
 - (ii) in respect of the Part A offline works, 1 metre upwards or 1 metre downwards;
 - (iii) in respect of the Part B offline works, 0.5 metres upwards or 0.5 metres downwards;
 - (iv) in respect of the Fenrother Junction access works, 1.25 metres upwards or 1.25 metres downwards;
 - (v) in respect of the Highlaws Junction overbridge works and the West Moor Junction overbridge works, 0.5 metres upwards or 0.5 metres downwards;
 - (vi) in respect of the Fenrother Junction overbridge works, 1.35 metres upwards or 1.35 metres downwards;
 - (vii) in respect of the Heckley Fence overbridge works, 0.65 metres upwards or 0.65 metres downwards;
 - (viii) in respect of the Charlton Mires Junction overbridge works, 0.9 metres upwards or 0.9 metres downwards;
 - (ix) in respect of the Charlton Mires Junction access works, 0.25 metres upwards or 0.25 metres downwards except for the approach ramps to the Charlton Mires Junction overbridge works where the undertaker may deviate vertically from the levels of the authorised development shown on the engineering drawings and sections to a maximum of 0.9 metres upwards or 0.9 metres downwards,

except that these maximum limits of lateral and vertical deviation do not apply where it is demonstrated by the undertaker to the Secretary of State's satisfaction and the Secretary of State following consultation with the relevant planning authority, certifies accordingly that a deviation in excess of these limits would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(2) Part 2 (procedure for discharge of requirements) of Schedule 2 (requirements) applies to an application to the Secretary of State for certification under paragraph (1) as though it were an approval required by a requirement under that Schedule.

(3) In this article—

“Charlton Mires Junction access works” means the works comprised in Work Nos. 29h and 29i;

“Charlton Mires Junction overbridge works” means the works comprised in Work No. 29g;

“Fenrother Junction access works” means the works comprised in Work Nos. 9a, 9b, 9c, 9d, 9e, 9f, 9h and 9i;

“Fenrother Junction overbridge works” means the works comprised in Work No. 9g;

“Heckley Fence overbridge works” means the works comprised in Work No. 27;

“Highlaws Junction overbridge works” means the works comprised in Work No. 8d;

“Part A offline works” means the works comprised in Work Nos. 2a, 2b, 11a, 11b, 11c, 11d, 11e, 12a, 12b, 13, 14 and 15;

“Part A online works” means the works comprised in Work Nos. 1a, 1b, 3a, 3b, 4, 5a, 5b, 5c, 5d, 6, 7, 8a, 8b, 8c, 8e, 8f, 8g, 8h, 8i, 8j, 10a, 10b, 16a, 16b, 16c, 16d, 16f, 16g, 16h, 16i, 16j, 16k, 16l, 17, 18, 19 and 20;

“Part B online works” means the works comprised in Work Nos. 21a, 21b, 23a, 23b, 24, 25a, 25b, 26, 28, 29a, 29b, 29c, 29d, 29e, 29f, 29j, 29k, 29l, 30a, 30b, 31, 32, 33, 34, 35, 36 and 37;

“Part B offline works” means the works comprised in Work Nos. 22a and 22b; and

“West Moor Junction overbridge works” means the works comprised in Work No. 16e.

Benefit of the Order

9.—(1) Subject to paragraph (2) and article 10 (consent to transfer benefit of the Order), the provisions of this Order conferring powers on the undertaker have effect solely for the benefit of the undertaker.

(2) Paragraph (1) does not apply to the works for which the consent is granted by this Order for the express benefit of owners and occupiers of land, statutory undertakers and other persons affected by the authorised development.

Consent to transfer benefit of the Order

10.—(1) Subject to paragraph (5), the undertaker may with the written consent of the Secretary of State—

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

(2) Where an agreement has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (3), includes references to the transferee or the lessee.

(3) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (1) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(4) If the benefit of the provisions of this Order relating to compulsory acquisition is transferred or granted to a transferee or grantee pursuant to this article and the transferee or grantee exercises those powers, then the undertaker alone is liable for any compensation that is payable to another party as a consequence of the exercise of those powers by the transferee or grantee.

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

- (a) Northumbrian Water Limited for the purposes of undertaking the movement, replacement or diversion of apparatus required in respect of Work Nos. 21a, 21b, 22a, 22b, 23a, 23b, 24, 28, 29a, 29b, 29c, 29d, 29e, 29e, 29f, 29g, 29h, 29i, 29j, 29k, 29l, 30a, 30b, 31, 32, 33 and 34;
- (b) Northern Gas Networks Limited for the purposes of undertaking the movement, replacement or diversion of apparatus required in respect of Work Nos. 22a, 22b, 23a, 23b, 24, 29b, 29c, 29d, 29e, 29f, 29g, 29h, 29i, 32, 34 and 35; or
- (c) Northern Powergrid Limited for the purposes of undertaking the movement, replacement or diversion of apparatus required in respect of Work Nos. 21a, 21b, 22a, 22b, 22d, 22f, 22g, 22h, 23a, 23b, 24, 25a, 25b, 27, 29a, 29b, 29c, 29d, 29e, 29f, 29g, 29h, 29i, 29k, 29l, 30a, 30b, 32, 33, 34, 35, 36 and 37.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

(6) In this article—

“Northern Powergrid Limited” means the company registered in England and Wales, company number 03271033, whose registered address is Lloyds Court, 78 Grey Street, Newcastle Upon Tyne, NE1 6AF; and

“Northumbrian Water Limited” means the company registered in England and Wales, company number 2366703, whose registered office address is Northumbria House, Abbey Road, Pity Me, Durham DH1 5FJ.