

SCHEDULES

SCHEDULE 1

Article 2

AUTHORISED DEVELOPMENT

In the administrative areas of Hampshire County Council and Winchester City Council and South Downs National Park Authority

The authorised development is a nationally significant infrastructure project as defined in sections 14 and 22 of the 2008 Act⁽¹⁾ and associated development within the meaning of section 115(2)⁽²⁾ of the 2008 Act, comprising—

Work No. 1 – as shown on sheet nos. 3, 5 and 6 of the works plans and being the improvement and construction of the realignment of the northbound and southbound carriageways of the A33 between B3047 (London Road)/A33 junction and proposed A33/M3 northbound onslip roundabout, being 1371 metres in length, such works including—

- (a) the construction of 2 no. uncontrolled pedestrians crossing at the location shown on sheet 3 of the works plans;
- (b) the construction of a realigned central reserve on the A33, being 60m in length at the location shown on sheet 3 of the works plans;
- (c) the construction of a widened section of the A33 and reconfiguration to a two-way layout, being 190m in length at the location shown on sheet 3 of the works plans;
- (d) the construction of a realigned business park access to the A33 at the location shown on sheet 3 of the works plans;
- (e) the construction of a realignment of the business park access at the location shown on sheet 3 of the works plans;
- (f) the construction of a 1 no. splitter island at the location shown on sheet 3 of the works plans;
- (g) the construction of the extension of the existing central reserve with associated vehicle restraint system, being 275m in length at the location shown on sheet 5 of the works plans;
- (h) the construction of carriageway realignment on the existing River Itchen bridge (including possible remediation works), being 47m in length at the location shown on sheet 5 of the works plans;
- (i) the construction of a new vehicular maintenance access from the attenuation basin maintenance track at the location shown on sheet 5 of the works plans;
- (j) the construction of a drainage attenuation basin with associated drainage facilities, access and landscaping at the location shown on sheet 5 of the works plans;
- (k) the construction of an attenuation basin maintenance track, being 130m in length at the location shown on sheet 5 of the works plans;

(1) There are amendments to section 14 but none is relevant to this Order. 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 \(c. 7\)](#).

(2) Section 115(2) was amended by section 160(3) of the [Housing and Planning Act 2016 \(c. 22\)](#) and by section 43(2) of the [Wales Act 2017 \(c. 4\)](#).

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

- (l) the construction of an open drainage channel at the location shown on sheet 5 of the works plans;
- (m) the construction of drainage attenuation basin with associated drainage facilities, access and landscaping at the location shown on sheet 5 of the works plans;
- (n) the construction of a 1 no. roundabout splitter island at the location shown on sheet 5 of the works plans;
- (o) the construction of an open drainage channel at the location shown on sheet 5 of the works plans.

Work No. 2 – as shown on sheet nos. 3, 5, 6 and 7 of the works plans and being the construction of a cycle track between B3047 London Road/A33 junction and M3 Junction 9 gyratory, being 2000m in length of footway, cycle way, edgings, verges, wayfinding signage, bollards, fencing, tactile paving, chalk bunds, embankments, retaining walls, steps, including the construction of a cycle track underpass (24 metres in length), such works including—

- (a) the construction of a realignment of the existing public right of way (Ref. 111/6/1) to connect to the proposed Kings Worthy cycle track at the location shown on sheet 3 of the works;
- (b) the construction of a retaining wall, being 80 metres in length at the toe of the embankment of the proposed Kings Worthy cycle track at the location shown on sheet 5 of the works plans;
- (c) the construction of a new pedestrian link, being 41m in length, from the proposed cycle track to the existing public right of way (Ref. 111/749/1) at the location shown on sheet 5 of the works plans;
- (d) the construction of a retaining wall, being 37 metres in length, in the embankment of the A34 southbound at the location shown on sheet 5 of the works plans;
- (e) the construction of a cycle track subway with associated lighting, being 24 metres in length to the north west of the A34 northbound underpass to maintain connectivity on the cycle track route between Kings Worthy and Winchester at the location as shown on sheet 6 of the works plans.

Work No. 3 – As shown on sheet nos. 3, 5, 6 and 7 of the works plans and being the construction improvements and realignment of the southbound carriageway of the A34, being 1660 metres in length, such works including—

- (a) the construction of 1 no. variable message sign including installation of new sign, sign illumination, sign structures, gantry foundations, control cabinets, power and communication cable connections at the location shown on sheet nos. 3 and 5 of the works plans;
- (b) the construction of a variable message sign maintenance layby including layby foundations, earthworks and vehicle restraint system at the location shown on sheet 3 of the works plans;
- (c) the construction of carriageway widening on the existing River Itchen bridge (including possible remediation works), being 46 metres in length at the location shown on sheet 5 of the works plans;
- (d) the construction of 1 no. variable message sign including installation of new sign, sign illumination, sign structures, gantry foundations, control cabinets, power and communication cable connections at the location shown on sheet nos. 5 and 6 of the works plans;
- (e) the construction of a variable message sign maintenance layby including layby foundations, earthworks and vehicle restraint system at the location shown on sheet nos. 5 and 6 of the works plans.

Work No. 4 – as shown on sheet 5 of the works plans and being the construction of a cycle track overbridge across the River Itchen, being 38 metres in length.

Work No. 5 – as shown on sheet nos. 5 and 6 and being the diversion of 1095 metres of water pipeline.

Work No. 6 – as shown on sheet nos. 5 and 6 of the works plans and being the construction of drainage attenuation basins and associated maintenance and landscaping between A34 northbound 95m south of River Itchen Bridge to M3 diverge offslip, being 781 metres in length, and the construction improvement and realignment of the northbound carriageway of the A34 (1194 metres in length), such works including—

- (a) the construction of an attenuation basin maintenance track, being 565 metres in length at the location shown on sheet nos. 5 and 6 of the works plans;
- (b) the construction of drainage attenuation basin with associated drainage facilities, access and landscaping at the location shown on sheet nos. 5 and 6 of the works plans;
- (c) the construction of drainage attenuation basin with associated drainage facilities, access and landscaping at the location shown on sheet 6 of the works plans;
- (d) the construction of drainage attenuation basin with associated drainage facilities, access and landscaping at the location shown on sheet 6 of the works plans;
- (e) the construction of a maintenance footway and associated earthworks, being 321 metres in length at the location shown on sheet 6 of the works plans.

Work No. 7 – as shown on sheet nos. 5 and 6 of the works plans and being the construction of a new roundabout on embankment positioned to the north of M3 Junction 9, providing connections to the realigned A33 (Work No. 1) and realigned M3 northbound onslip (Work No. 8).

Work No. 8 – as shown on sheet nos. 5 and 6 of the works plans and being the construction of a new 1 lane merge onslip onto the M3 Northbound, being 600 metres in length, from the A33 roundabout (Work No. 7) on embankment to connect to the M3 Junction 9.

Work No. 9 – as shown on sheet nos. 4, 5, 6 and 7 of the works plans and being the construction of a new bridleway, being 1390 metres in length including edgings, verges, wayfinding signage, bollards, tactile paving, and horse mounting blocks, and associated drainage and landscaping features to connect Long Walk and Easton Lane, such works including—

- (a) the construction of an attenuation basin maintenance track, being 191 metres at the location shown on sheet 6 of the works plans;
- (b) the construction of a new vehicular access turning head to the infiltration and attenuation basin maintenance track at the location shown on sheet 6 of the works plans;
- (c) the construction of drainage infiltration and attenuation basin with associated drainage facilities, access and landscaping at the location shown on sheet 6 of the works plans;
- (d) the construction of drainage infiltration and attenuation basin with associated drainage facilities, access and landscaping at the location shown on sheet 5 of the works plans;
- (e) the construction of an open drainage channel at the location shown on sheet nos. 4, 5, 6 and 7 of the works plans.

Work No. 10 – as shown on sheet nos. 5, 6, 7 and 8 of the works plans and being the construction improvements of the southbound carriageways of the M3, being 1983 metres in length, such works including—

- (a) the construction of 1 no. variable message sign including installation of new sign, sign illumination, sign structures, gantry foundations, control cabinets, power and communication cable connections at the location shown on sheet 6 of the works plans;
- (b) the alteration of the existing M3 southbound carriageway from two lanes and hard shoulder to four lanes southbound, being 320 metres in length, from A34 southbound on merge to

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

M3 southbound tie-in in cutting including tie in from the M3 Junction 9 southbound merge slip at the location shown on sheet 7 of the works plans;

- (c) the construction of a new retaining wall, being 100 metres in length, and associated landscaping tie-ins as shown on sheet 7 of the works plans.

Work No. 11 – as shown on sheet nos. 5, 6 and 7 of the works plans and being the construction of a new one lane offslip carriageway and associated hard shoulder, being 881 metres in length, on both embankment and in cutting to connect the M3 southbound to the M3 Junction 9 gyratory including alterations to the tie ins at both ends of the proposed offslip.

Work No. 12 – as shown on sheet nos. 4, 5, 6, 7 and 8 of the works plans and being the construction improvements of the northbound carriageways of the M3, being 2067 metres in length, such works including—

- (a) the construction of a new retaining wall, being 186 metres in length and associated landscaping tie-ins as shown on sheet nos. 6 and 7 of the works plans;
- (b) the alteration of the existing M3 northbound carriageway from two lanes and hard shoulder to four lanes northbound, being 656 metres in length, from M3 Junction 9 northbound offslip to A34 northbound offslip in cutting including tie in from the M3 Junction 9 northbound diverge slip;
- (c) the construction of a new retaining wall, being 167 metres in length, and associated landscaping tie-ins as shown on sheet nos. 6 and 7 of the works plans;
- (d) the construction of 1 no. variable messaging sign including installation of new sign, sign illumination, sign structures, gantry foundations, embankment, earthworks, control cabinets, power and communication cable connections at the location shown on sheet 7 of the works plans.

Work No. 13 – as shown on sheet no. 6 of the works plans and being the construction of a vehicular underpass, being 119 metres in length, and associated drainage and structural elements (wing walls, etc) underneath the M3 to connect the A34 southbound to the M3 Junction 9 gyratory.

Work No. 14 – as shown on sheet no. 6 of the works plans and being the construction of a vehicular underpass, being 100 metres in length, and associated drainage and structural elements underneath the A34 northbound to connect the A33 to the M3 Junction 9 gyratory.

Work No. 15 – as shown on sheet nos. 6 and 7 of the works plans and being the construction of a toucan crossing including associated traffic signals and ducting.

Work No. 16 – as shown on sheet nos. 6 and 7 of the works plans and being the construction of a new roundabout (National Highways depot roundabout) at the junction of the National Highways depot access and the A33 northbound/southbound road.

Work No. 17 – as shown on sheet nos. 5, 6 and 7 of the works plans and being the construction of a new 2 lane carriageway between the A33 roundabout (Work No. 7) and National Highways depot roundabout (Work No. 16), such works including—

- (a) the construction of a 1 no. splitter island at the location shown on sheet no. 6 of the works plans;
- (b) the construction of a new vehicular access to the infiltration and attenuation basin maintenance track at the location shown on sheet no. 6 of the works plans;
- (c) the construction of a 1 no. splitter island at the location shown on sheet nos. 6 and 7 of the works plans.

Work No. 18 – as shown on sheet nos. 6 and 7 of the works plans and being the construction of a new works access to the National Highways depot and associated drainage features within the depot area, such works including—

- (a) the construction of a 1 no. splitter island at the location shown on sheet nos. 6 and 7 of the works plans;
- (b) the construction of attenuation basin with associated drainage facilities, access and landscaping at the location shown on sheet no. 6 of the works plans;
- (c) the extinguishment of the existing National Highways depot exit at the location shown on sheet nos. 6 and 7 of the works plans.

Work No. 19 – as shown on sheet nos. 4, 5, 6, and 7 of the works plans and being the construction of the realignment of the M3 central reserve, being 1741 metres in length, and replacement of the existing central reserve steel vehicle restraint system.

Work No. 20 – as shown on sheet no. 6 and being the diversion of 216 metres in length of low-pressure gas main pipeline.

Work No. 21 – as shown on sheet nos. 6 and 7 and being the diversion of 269 metres in length of power cables.

Work No. 22 – as shown on sheet nos. 6 and 7 and being the construction of 2 lane carriageway (261 metres in length) between National Highways depot roundabout (Work No. 16) and the M3 Junction 9 gyratory, such works including—

- (a) the construction of a 1 no. splitter island at the location shown on sheet nos. 6 and 7 of the works plans;
- (b) the realignment of the existing M3 Junction 9 / A33 splitter island at the location shown on sheet no. 7 of the works plans;
- (c) the realignment of the A34 southbound approach to the M3 Junction 9 gyratory at the location shown on sheet no. 7 of the works plans.

Work No. 23 – as shown on sheet nos. 6 and 7 of the works plans and being the construction realignment of the A34 northbound merge from M3 Junction 9 gyratory to the A34 northbound merge termination, being 372 metres in length, on embankment.

Work No. 24 – as shown on sheet no. 7 of the works plans and being the construction of a cycle track, being 490 metres in length including edgings, verges, wayfinding signage, bollards, tactile paving, horse mounting blocks, in cutting and associated structural elements, such works including—

- (a) the construction of a cycle track subway with associated lighting, being 22 metres in length, underneath the M3 Junction 9 gyratory at the location shown on sheet no. 7 of the works plans;
- (b) the construction of an island in cutting at the location shown on sheet no. 7 of the works plans;
- (c) the construction of pedestrian steps, being 17 metres in length, at the location shown on sheet no. 7 of the works plans;
- (d) the construction of a cycle track subway, being 28 metres in length, underneath the M3 Junction 9 gyratory at the location shown on sheet no. 7 of the works plans.

Work No. 25 – as shown on sheet no. 7 of the works plans and being the realignment of the Easton lane entry / exit from the M3 Junction 9 gyratory, such works including the realignment of the existing splitter island at the location shown on sheet no. 7 of the works plans.

Work No. 26 – as shown on sheet no. 7 of the works plans and being the diversion of 499 metres of telecommunication equipment.

Work No. 27 – as shown on sheet no. 7 of the works plans and being the construction of a new M3 Junction 9 gyratory northern overbridge.

Work No. 28 – as shown on sheet no. 7 of the works plans and being the construction of a new M3 Junction 9 gyratory southern overbridge.

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

Work No. 29 – as shown on sheet nos. 7 and 8 of the works plans and being the realignment construction of the existing M3 Junction 9 gyratory to tie into the new northern (Work No. 27) and southern (Work No. 28) overbridges and new tie ins to the existing M3 offslips and onslips.

Work No. 30 – as shown on sheet nos. 7 and 8 of the works plans and being the realignment of the M3 offslip from the M3 to the M3 Junction 9 gyratory, being 370 metres in length, on embankment.

Work No. 31 – as shown on sheet nos. 7 and 8 of the works plans and being the realignment and construction of the M3 southbound onslip from the M3 Junction 9 gyratory to the M3 merge, being 711 metres in length, such works including—

- (a) the construction of a retaining wall, being 147 metres in length, and associated earthworks and landscaping at the location shown on sheet no. 7 of the works plans;
- (b) the realignment lane reduction of the M3 southbound onslip and associated earthworks at the location shown on sheet no. 7 of the works plans.

Work No. 32 – as shown on sheet no. 7 of the works plans and being the realignment of the A272 approach to the M3 Junction 9 gyratory, being 417 metres in length, and associated earthworks, such works including—

- (a) the realignment of the existing splitter island at the location shown on sheet no. 7 of the works plans;
- (b) the widening of the existing A272 exit from the M3 Junction 9 gyratory, being 241 metres in length, and associated earthworks at the location shown on sheet no. 7 of the works plans;
- (c) the construction of a retaining wall, being 184 metres in length, and associated earthworks and landscaping at the location shown on sheet no. 7 of the works plans;
- (d) the construction of a retaining wall, being 92 metres in length, and associated earthworks and landscaping at the location shown on sheet no. 7 of the works plans.

Work No. 33 – as shown on sheet nos. 6 and 7 of the works plans and being the realignment of a bridleway featuring the national cycle route 23, being 277 metres in length, and associated earthworks and landscaping, such works including the construction of a bridleway (NCN23) subway with associated lighting, being 23 metres in length, underneath the M3 Junction 9 gyratory at the location shown on sheet 7 of the works plans.

Work No. 34 – as shown on sheet nos. 5 and 6 of the works plans and being the realignment of the A34 northbound carriageway, being 1024 metres in length.

Work No. 35 – as shown on sheet no. 4 of the works plans and being the diversion of 50 metres of power cables.

Work No. 36 – as shown on sheet no. 7 of the works plans and being the construction of a gantry including the installation of new gantry foundations, gantry structures, earthwork retaining structures, associated maintenance provision, signs sign illuminations, control cabinets and power.

Work No. 37 – as shown on sheet no. 8 of the works plans and being the construction of a gantry including the installation of new gantry foundations, gantry structures, associated maintenance provision, earthwork retaining structures, signs, sign illuminations, control cabinets, and power.

Work No. 38 – as shown on sheet nos. 6 and 7 of the works plans and being the construction of a temporary construction site compound situated on land to the east of the M3 Junction 9 gyratory.

Work No. 39 – as shown on sheet nos. 6 and 7 of the works plans and being the construction of the A34 southbound link to the M3 southbound, being 430 metres in length.

Work No. 40 – as shown on sheet no. 6 of the works plans, the construction of a new vehicular access and maintenance track to the infiltration and attenuation basin.

Work No. 41 – as shown on sheet no. 5 of the works plans and being the construction of a drainage outfall into the River Itchen.

Work No. 42 – as shown on sheet no. 5 of the works plans and being the construction of a drainage outfall into the River Itchen.

Work No. 43 – as shown on sheet no. 5 of the works plans and being the construction of a drainage outfall into the River Itchen.

Work No. 44 – as shown on sheet no. 6 of the works plans and being the construction of variable message sign gantry including the installation of new gantry foundations, gantry structures, earthwork retaining structures, signs sign illuminations, control cabinets and power.

Work No. 45 – as shown on sheet no. 6 of the works plans and being the construction of variable message sign gantry including the installation of new gantry foundations, gantry structures, earthwork retaining structures, signs sign illuminations, control cabinets and power.

Work No. 46 – as shown on sheet nos. 2 and 4 of the works plans and being the construction of variable message sign gantry including the installation of new gantry foundations, gantry structures, earthwork retaining structures, signs sign illuminations, control cabinets and power.

Work No. 47 – as shown on sheet no. 4 of the works plans and being the construction of variable message sign gantry including the installation of new gantry foundations, gantry structures, earthwork retaining structures, signs sign illuminations, control cabinets and power.

Work No. 48 – as shown on sheet no. 6 of the works plans and being the construction of a variable message sign layby including foundations, earthworks and vehicle restraint system.

Work No. 49 – as shown on sheet no. 7 of the works plans and being the construction of a temporary access from existing A272 to provide connectivity to the proposed temporary construction site compound (Work No. 38).

Work No. 50 – as shown on sheet no. 8 of the works plans and being the construction of a variable message sign gantry including the installation of new gantry foundations, gantry structures, earthwork retaining structures, signs, sign illuminations, control cabinets and power.

In connection with the construction of any of those works, 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) works required for the strengthening, improvement, maintenance or reconstruction of any street;
- (b) the strengthening, alteration or demolition of any structure;
- (c) ramps, steps, means of access including private means of access, non-motorised user routes or links, footpaths, footways, bridleways, cycle tracks, laybys and crossing facilities;
- (d) embankments, cuttings, bridges, abutments, foundations, retaining walls, barriers, parapets, drainage works, outfalls, ditches, wing walls, highway lighting, fencing and culverts;
- (e) works to place, alter, remove or maintain street furniture or apparatus in a street, or apparatus in other land, including mains, sewers, drains, pipes, cables and ducts;
- (f) works to alter the course of, or otherwise interfere with a watercourse, including private water supplies;
- (g) landscaping, re-grading, re-profiling, contouring, works associated with the provision of ecological, landscape and archaeological mitigation and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised development;
- (h) works for the benefit or protection of land affected by the authorised development;
- (i) works to place, alter, remove or maintain road furniture;

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

- (j) site preparation works, site clearance (including fencing and other boundary treatments, vegetation removal, demolition of existing structures and the creation of alternative highways or footpaths); earthworks (including soil stripping and storage and site levelling), remediation of contamination;
- (k) the felling of trees and hedgerows;
- (l) establishment of site construction compounds and working sites, temporary structures, storage areas (including storage of excavated material and other materials), temporary vehicle parking, construction fencing, perimeter enclosure, security fencing, construction related buildings, welfare facilities, office facilities, other ancillary accommodation, 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, street lighting, road restraints, road markings works, emergency roadside telephones, traffic management measure 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, works of demolition or works of whatever nature, as may be necessary or expedient for the purposes of or for purposes associated with or ancillary to the construction, operation or maintenance of the authorised development.

SCHEDULE 2

Article 5

REQUIREMENTS

PART 1

REQUIREMENTS

Interpretation

1. In this Schedule—

“commence” means beginning to carry out any material operation (as defined in section 56(4)(3) of the 1990 Act) forming part of the authorised development other than environmental surveys and monitoring, archaeological mitigation works, pre-construction ecological mitigation, investigations for the purpose of assessing and monitoring ground conditions and levels, remedial work in respect of any contamination or other adverse ground conditions, erection of temporary means of enclosure, receipt and erection of construction plant and equipment, diversion and laying of services and site clearance, construction of welfare facilities and temporary buildings, temporary display of site notices, information and advertisements, and establishment of construction compounds, and “commencement” is to be construed accordingly;

“City Archaeologist” means the individual nominated or appointed as such by the relevant planning authority;

“design principles report” means the document certified by the Secretary of State as the design principles report for the purposes of this Order;

(3) Section 56(4) was amended by paragraph 14 of Schedule 13 to the Localism Act 2011 (c. 20) and section 32 of and paragraph 10 of Schedule 12 to, the Planning and Compensation Act 1991 (c. 34).

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

“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 the document certified by the Secretary of State as the Environmental Statement – Appendix 13.1 – Drainage Strategy Report (Parts 1 and 2 of 2) for the purposes of this Order;

“Ecological Clerk of Works” means the individual appointed as such by the undertaker;

“environmental masterplan” means figure 2.3 in the document certified by the Secretary of State as “the Environmental Statement - Chapter 2 - The Scheme and its Surroundings - Figures (Part 2 of 4) for the purposes of this Order;

“EMP (First Iteration)” means the plan certified by the Secretary of State as the First Iteration Environmental Management Plan for the purposes of this Order;

“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;

“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(4);

“flood risk assessment” means the document certified by the Secretary of State as the flood risk assessment for the purposes of this Order;

“lead local flood authority” means Hampshire County Council;

“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;

“Outline Landscape and Ecological Management Plan” means that plan certified by the Secretary of State as the Environmental Statement – Appendix 7.6 - Outline Landscape and Ecological Management Plan for the purposes of this Order;

“outline traffic management plan” means the document certified by the Secretary of State as the outline traffic management plan for the purposes of this Order;

“protected species” means species which are subject to protection under the laws of England or which are “European protected species”.

Time limits

2. The authorised development must not commence later than the expiration of 5 years beginning with the date on which this Order comes into force.

Environmental Management Plan

3.—(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

(4) [S.I. 2017/1012](#).

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

relevant planning authority and local highway authority to the extent that the content of the EMP (Second Iteration) relates to matters relevant to their functions.

- (2) The EMP (Second Iteration) must—
 - (a) contain a record of all the sensitive environmental features that have the potential to be affected by the construction of the authorised development;
 - (b) incorporate the measures referred to in the environmental statement as being incorporated in the EMP (First Iteration);
 - (c) require adherence to working hours of 07:00 to 19:00 on Mondays to Friday and 07:00 to 13:00 on Saturdays with no working hours on Sundays and public holidays, except for—
 - (i) works requiring the full or partial closure of, or otherwise adversely affecting the operation of, the M3, A33, and A34 carriageway;
 - (ii) works associated with the diversion or removal of existing utilities;
 - (iii) works associated with traffic management and signal changes;
 - (iv) works associated with tie-ins to existing carriageways;
 - (v) any emergency works, or works required for engineering, safety, or efficiency purposes;
 - (vi) any works for which different working hours have been agreed with parties who will or may be affected by those works and recorded in the approved EMP (Second Iteration), in which case the EMP (Second Iteration) must require adherence to those working hours; and
 - (vii) as otherwise agreed by the relevant planning authority in advance.
- (3) The authorised development must be constructed in accordance with the approved EMP (Second Iteration).
- (4) Upon completion of construction of the authorised development the EMP (Second Iteration) must be converted into the EMP (Third Iteration). The EMP (Third Iteration) must be submitted to the Secretary of State for approval within 28 days of the opening of the authorised development for public use.
- (5) The authorised development must be operated and maintained in accordance with the EMP (Third Iteration) approved under paragraph (4).

Details of consultation

- 4.—(1) With respect to any requirement which requires details to be submitted to the Secretary of State for approval under this Schedule following consultation with another party, the details submitted 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.
- (2) At the time of submission to the Secretary of State for approval, the undertaker must provide a copy of the summary report referred to under sub-paragraph (1) to the relevant consultees referred to in the requirement in relation to which approval is being sought from the Secretary of State.
- (3) The undertaker must ensure that any consultation responses are reflected in the details submitted to the Secretary of State for approval under this Schedule, but only where it is appropriate, reasonable and feasible to do so.
- (4) Where the consultation responses are not reflected in the details submitted to the Secretary of State for approval, the undertaker must state in the summary report referred to under sub-paragraph (1) the reasons why the consultation responses have not been reflected in the submitted details.

Landscaping

5.—(1) No part of the authorised development is to commence until a written landscaping scheme for that part has been submitted to and approved in writing by the Secretary of State following consultation with the relevant planning authority on matters related to its functions, and the local highway authority.

(2) The landscaping scheme prepared under sub-paragraph (1) must be based on the Outline Landscape and Ecological Management Plan, environmental masterplan, and EMP (First Iteration).

(3) The landscaping scheme prepared under sub-paragraph (1) must include details of hard and soft landscaping works, including—

- (a) location, number, species, size, timing and planting density of any proposed planting, including advanced planting;
- (b) cultivation, importing of materials and other operations to ensure plant establishment;
- (c) proposed finished ground levels;
- (d) hard surfacing materials;
- (e) details of existing trees to be retained, with measures for their protection during the construction period outlined within a Tree Protection Plan and Arboricultural Method Statement;
- (f) implementation and maintenance timetables for all landscaping works; and
- (g) landscaping works associated with the provision of any fences and walls.

Implementation and maintenance of landscaping

6.—(1) All landscaping works must be carried out in accordance with the landscaping scheme approved under paragraph 5(1).

(2) All landscaping works must be carried out to a reasonable standard in accordance with the relevant recommendations of appropriate British Standards or other recognised codes of good practice.

(3) Any tree, shrub or chalk grassland planted as part of the landscaping scheme that, within a period of 10 years after planting, is removed, dies or becomes, seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted.

(4) The reference to any tree or shrub being “removed” in sub-paragraph (3) above does not apply to those trees or shrubs removed in accordance with any approved landscape maintenance works and timetable forming part of the landscaping scheme.

Fencing

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

Land and groundwater contamination

8.—(1) In the event that contaminated material, including impacted groundwater, is found at any time when carrying out the authorised development, which was not previously identified in the environmental statement, the undertaker must cease construction of the authorised development in the vicinity of that contamination and must report it immediately in writing to the Secretary of State, the Environment Agency and the relevant planning authority, and in agreement with the Environment

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

Agency and the relevant planning authority undertake a risk assessment of the contamination, and sub-paragraphs (2) and (3) will apply.

(2) Where the undertaker determines that remediation is necessary, a written scheme and programme for the remedial measures to be taken to render the land fit for its intended purpose must be prepared and submitted to and approved in writing by the Secretary of State following consultation with the Environment Agency and the relevant planning authority.

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

Archaeology

9.—(1) No part of the authorised development is to commence until for that part a written scheme of investigation, reflecting the mitigation measures included in the Archaeology and Heritage Mitigation Strategy prepared substantially in accordance with the Archaeology and Heritage Outline Mitigation Strategy appended to Chapter 6 of the environmental statement, with provision for sub-written schemes of investigation for each area and each phase (strip, map and sample, geoarchaeological investigation, watching brief) as required, has been prepared in consultation with the City Archaeologist and submitted to and approved in writing by the Secretary of State.

(2) The authorised development must be carried out in accordance with the Archaeology and Heritage Mitigation Strategy and written schemes of investigation referred to in sub-paragraph (1) unless otherwise agreed in writing by the Secretary of State.

(3) A programme of archaeological reporting, post excavation, archiving and publication undertaken in accordance with written schemes of investigation referred to in sub-paragraph (1) must be consulted upon with the City Archaeologist and implemented within a timescale discussed with the City Archaeologist and deposited with the Historic Environment Record of the relevant planning authority within an agreed time period.

(4) Any nationally significant archaeological remains not previously identified which are revealed when carrying out the authorised development must be—

- (a) retained in situ temporarily and reported to the City Archaeologist and Historic England as soon as reasonably practicable; and
- (b) subject to appropriate mitigation, including post-excavation process, as set out in the Archaeology and Heritage Mitigation Strategy and consulted upon with the City Archaeologist and Historic England.

(5) No construction operations are to take place within 20 metres of the identifiable extent of the nationally significant remains referred to in sub-paragraph (4) until an appropriate mitigation strategy has been discussed and consulted upon with the City Archaeologist and Historic England, unless otherwise agreed in writing by the Secretary of State.

(6) On completion of the authorised development, suitable resources and provisions for long term storage of the archaeological archive will be agreed with the City Archaeologist.

(7) References in this paragraph to consultation, reporting, and discussion with the City Archaeologist shall include consultation, reporting, and discussion with the nominated archaeologist for South Downs National Park Authority to the extent that it relates to matters relevant to their functions.

Protected species

10.—(1) In the event that any protected species which were not previously identified in the environmental statement or nesting birds are found at any time when carrying out the authorised development the undertaker must cease construction works near their location and report it immediately to the Ecological Clerk of Works.

(2) The undertaker must prepare a written scheme for the protection and mitigation measures for any protected species that were not previously identified in the environmental statement or nesting birds found when carrying out the authorised development. Where nesting birds are identified, works should cease within 10 metres of the nest until birds have fledged and the nest is no longer in use.

(3) The undertaker must implement the written scheme prepared under sub-paragraph (2) immediately and construction in the area specified in the written scheme must not recommence until any necessary licences are obtained to enable mitigation measures to be implemented.

Traffic management

11.—(1) No part of the authorised development is to commence until a traffic management plan for the construction of that part of the authorised development, substantially in accordance with the outline traffic management plan has been submitted to and approved in writing by the Secretary of State following consultation with the local highway authority.

(2) The authorised development must be constructed in accordance with the approved traffic management plan.

Detailed design

12.—(1) The authorised development must be designed in detail and carried out so that it is in accordance with—

- (a) the preliminary scheme design shown on the works plans and the engineering and structural drawings and sections;
- (b) the design principles set out in the design principles report,

unless otherwise agreed in writing by the Secretary of State following consultation with the relevant planning authority on matters related to its functions and the local highway authority on matters related to its functions and provided that the Secretary of State is satisfied that any amendments to the works plans and the engineering drawings and sections showing departures from the preliminary design would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(2) The undertaker in relation to the detailed design of the authorised development must have regard to the amended duty to seek to further the purposes specified in section 5(1) of the National Parks and Access to Countryside Act 1949 as set out in section 11A of that Act.

(3) Where amended details are approved by the Secretary of State under sub-paragraph (1), those details are deemed to be substituted for the corresponding works plans or engineering drawings and sections and the undertaker must make those amended details available in electronic form for inspection by members of the public.

Surface water drainage

13.—(1) No part of the authorised development is to commence until written details of the surface water drainage system for that part, in accordance with the flood risk assessment and drainage strategy, reflecting the mitigation measures in chapter 13 of the environmental statement and including means of pollution control, have been submitted to and approved in writing by the Secretary of State following consultation with the relevant planning authority on matters related to their functions, the lead local flood authority, the Environment Agency, and the local highway authority where that the surface water drainage system interacts with a highway maintainable at the expense of that local highway authority.

(2) The drainage system must be constructed and maintained in accordance with the approved details referred to in sub-paragraph (1) unless otherwise agreed in writing by the Secretary of State

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

following consultation with the relevant planning authority, the lead local flood authority and the Environment Agency.

Noise Mitigation

14.—(1) No part of the authorised development is to commence until written details of proposed noise mitigation in respect of the use and operation of that part of the authorised development, including low noise surfacing, have been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authorities, the South Downs National Park Authority and the local highway authority on matters related to their functions.

(2) The written details referred to in sub-paragraph (1) must either reflect the mitigation measures included in the environmental statement or, where the mitigation proposed materially differs from the mitigation identified in the environmental statement, the undertaker must provide evidence with the written details submitted that the mitigation proposed would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement taking into account the mitigation identified in it.

(3) The noise mitigation must be constructed in accordance with the approved details referred to in sub-paragraph (1) and must be retained thereafter.

Height Restrictions

15. Any static unit providing welfare or other facilities within the temporary construction site compound as part of Work No. 38 shall be a single storey unit and shall not exceed a height of 4 metres, the measurement of which being from the external base to the external roof of the static unit but shall not include the depth of any foundation reasonably required to secure the structure or height of any aerial, mast, satellite dish, chimney stack, flue, pipe, solar panel or other equipment reasonably required to be affixed to the static unit.

Approvals and amendments to approved details

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

PART 2

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Applications made under requirements

17.—(1) Where an application has been made to the Secretary of State for any consent, agreement or approval required by a requirement (including 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 18 (further information); or
- (c) such longer period as may be agreed between the parties.

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

(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 referred to in paragraph 4 (details of consultation) stating that, in the view of a body required to be consulted by the undertaker under the requirement in question, the subject matter of the application is likely to give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement,

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

Further information

18.—(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 this 21 day period 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 17 (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) of the Banking and Financial Dealings Act 1971⁽⁵⁾.

Register of requirements

19.—(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.

(5) 1971 c. 80.

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

Anticipatory steps towards compliance with any requirement

20. If before this Order came into force the undertaker or any other person took 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.

Details of consultation

21. With respect 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 28 days for any response to the consultation and 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.

SCHEDULE 3

Articles 15 and 19

CLASSIFICATION OF ROADS, ETC.

PART 1

SPECIAL ROADS

(1) <i>Area</i>	(2) <i>Length of road</i>
Hampshire County Council (Winchester)	M3 northbound carriageway from a point 540 metres from the proposed M3 Junction 9 gyratory southern bridge to the proposed A34 northbound diverge between point 30 and 23 of sheets 6, 7 and 8 of the classification of road plans, comprising 878 metres.
Hampshire County Council (Winchester)	M3 northbound carriageway from the proposed A34 northbound diverge to a point 221 metres from the proposed M3 Junction 9 gyratory northern bridge between points 23 and 31 on sheets 4, 5, and 6 of the classification of road plans, comprising 1186 metres.
Hampshire County Council (Winchester)	M3 northbound offslip to the proposed M3 Junction 9 gyratory between point 32 and 27 on sheets 8 and 7 of the classification of road plans, comprising 468 metres.
Hampshire County Council (Winchester)	M3 northbound onslip from the proposed A33 / M3 onslip roundabout to the M3 northbound carriageway to a point 790 metres from the proposed M3 Junction 9 gyratory northern bridge between points 14 and 33 on sheets 5 and 4 of the classification of road plans, comprising 468 metres.
Hampshire County Council (Winchester)	M3 southbound carriageway from a point 1066 metres from the proposed M3 Junction 9 gyratory northern bridge to a point 790 metres from the proposed M3 Junction 9 gyratory southern bridge between point 34 and 35 on sheets 5, 6, 7 and 8 of the classification of road plans, comprising 1984 metres.

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

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Length of road</i>
Hampshire County Council (Winchester)	M3 southbound merge from a point 182 metres from the proposed M3 underpass southern portal to a point 782 metres from the proposed M3 Junction 9 gyratory southern bridge between point 18 and 36 on sheets 6, 7 and 8 of the classification of road plans, comprising 1311 metres.
Hampshire County Council (Winchester)	M3 southbound onslip from the proposed M3 Junction 9 gyratory to a point 48 metres from the proposed M3 Junction 9 gyratory southern bridge between point 37 and 38 on sheets 7 and 8 of the classification of road plans, comprising 797 metres.
Hampshire County Council (Winchester)	M3 southbound offslip from a point 1059 metres from the proposed M3 Junction 9 gyratory northern bridge to a point 394 metres from the proposed M3 Junction 9 gyratory northern bridge between point 39 and 21 on sheets 5 and 6 of the classification of road plans, comprising 694 metres.

PART 2

TRUNK ROADS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Length of road</i>
Hampshire County Council (Winchester)	A33 southbound from the proposed A33 / M3 northbound onslip roundabout to the proposed National Highways depot roundabout between point 5 and 6 on sheets 5 and 6 of the classification of road plans, comprising 520 metres.
Hampshire County Council (Winchester)	A33 southbound from the proposed National Highways depot roundabout to the proposed M3 Junction 9 gyratory between point 7 and 8 on sheets 6 and 7 of the classification of road plans, comprising 227 metres.
Hampshire County Council (Winchester)	A33 northbound from the proposed National Highways depot roundabout to the proposed M3 Junction 9 gyratory between point 9 and 10 on sheets 7 and 6 of the classification of road plans, comprising 246 metres.
Hampshire County Council (Winchester)	A33 northbound from the proposed National Highways depot roundabout to the proposed A33 / M3 northbound onslip roundabout between point 11 and 12 on sheets 6 and 5 of the classification of road plans, comprising 524 metres.
Hampshire County Council (Winchester)	A33 northbound from the proposed A33 / M3 northbound onslip roundabout to the commencement of the proposed M3 northbound onslip motorway between point 13 and 14 on sheets 5 and 6 of the classification of road plans, comprising 8 metres.
Hampshire County Council (Winchester)	Proposed A33 / M3 northbound onslip roundabout extents as shown at point 15 on sheet 5 of the classification of road plans, comprising 87 metres.

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

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Length of road</i>
Hampshire County Council (Winchester)	Proposed National Highways depot roundabout extents as shown at point 16 on sheet 6 of the classification of road plans, comprising 87 metres.
Hampshire County Council (Winchester)	A34 southbound from a point 659 metres from the proposed M3 underpass northern portal to a point 178 metres from the proposed M3 underpass southern portal between point 17 and 18 on sheets 5 and 6 of the classification of road plans, comprising 890 metres.
Hampshire County Council (Winchester)	A34 southbound diverge from commencement of diverge to the proposed M3 Junction 9 gyratory between point 19 and 20 on sheets 6 and 7 of the classification of road plans, comprising 588 metres.
Hampshire County Council (Winchester)	A34 southbound from a point 394 metres from the proposed M3 Junction 9 gyratory to a point 347 metres from the proposed M3 Junction 9 gyratory between point 21 and 22 on sheet 6 of the classification of road plans, comprising 49 metres.
Hampshire County Council (Winchester)	A34 northbound from the proposed M3 / A34 northbound diverge to a point 223 metres from the proposed M3 Junction 9 gyratory northern bridge between point 23 and 24 on sheets 6 and 5 of the classification of road plans, comprising 1171 metres.
Hampshire County Council (Winchester)	A34 northbound onslip from the proposed M3 Junction 9 gyratory to a point 68 metres from the proposed M3 Junction 9 gyratory between point 25 and 26 on sheets 7 and 6 of the classification of road plans, comprising 613 metres.
Hampshire County Council (Winchester)	M3 northbound offslip from a point 60 metres from the proposed M3 Junction 9 gyratory southern bridge to a point 63 metres from the proposed M3 Junction 9 gyratory southern bridge between point 27 and 28 on sheet 7 of the classification of road plans, comprising 39 metres.
Hampshire County Council (Winchester)	M3 Junction 9 gyratory extents as shown at point 29 on sheet 7 of the classification of road plans, comprising 583 metres.

PART 3

ROADS TO BE DE-TRUNKED

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Length of Road</i>
Hampshire County Council (Winchester)	A33 northbound carriageway between point 1 and 2 on sheets 3 and 5 of the de-trunking plans, comprising 1182 metres.
Hampshire County Council (Winchester)	A33 southbound carriageway between point 3 and 4 on sheets 3 and 5 of the de-trunking plans, comprising 1261 metres.
Hampshire County Council (Winchester)	A34 northbound carriageway between point 5 and 6 on sheets 5, 6 and 7 of the de-trunking plans, comprising 935 metres.

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

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Length of Road</i>
Hampshire County Council (Winchester)	A34 southbound carriageway between point 7, 8, 9 and 10 on sheets 5, 6 and 7 of the de-trunking plans, comprising 902 metres.
Hampshire County Council (Winchester)	M3 northbound onslip to M3 northbound carriageway from M3 Junction 9 gyratory between point 11, 12 and 13 on sheets 6 and 7 of the de-trunking plans, comprising 259 metres.
Hampshire County Council (Winchester)	M3 southbound offslip from M3 southbound carriageway to M3 Junction 9 gyratory between point 14 and 15 on sheets 6 and 7 of the de-trunking plans, comprising 418 metres.
Hampshire County Council (Winchester)	M3 southbound onslip to M3 southbound carriageway from M3 Junction 9 gyratory between point 16 and 17 on sheet 7 of the de-trunking plans, comprising 245 metres.
Hampshire County Council (Winchester)	M3 northbound offslip from M3 northbound carriageway to M3 Junction 9 gyratory between point 18 and 19 on sheet 7 of the de-trunking plans, comprising 315 metres.
Hampshire County Council (Winchester)	M3 Junction 9 gyratory as shown by point 20 on sheet 7 of the de-trunking plans, comprising 645 metres.

PART 4

CLASSIFIED ROADS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Length of road</i>
Hampshire County Council (Winchester)	A33 southbound from a point 17 metres from the existing Cart and Horses Junction (Kings Worthy) to the proposed A33 / M3 northbound onslip roundabout between points 1 and 2 on sheets 3 and 5 of the classification of road plans, comprising 1367 metres.
Hampshire County Council (Winchester)	A33 northbound from the proposed A33 / M3 northbound onslip roundabout to the existing Cart and Horses Junction (Kings Worthy) between point 3 and 4 on sheets 3 and 5 of the classification of road plans, comprising 1367 metres.
Hampshire County Council (Winchester)	Easton Lane southbound from a point 104 metres from the proposed M3 Junction 9 gyratory southern bridge to a point 196 metres from the proposed M3 Junction 9 gyratory southern bridge between point 44 and 45 on sheet 7 of the classification of road plans, comprising 100 metres.
Hampshire County Council (Winchester)	Easton Lane northbound from a point 126 metres from the proposed M3 Junction 9 gyratory southern bridge to a point 145 metres from the proposed M3 Junction 9 gyratory southern bridge between point 46 and 47 on sheet 7 of the classification of road plans, comprising 38 metres.
Hampshire County Council (Winchester)	A272 southbound from the proposed M3 Junction 9 gyratory to a point 132 metres from the proposed M3 Junction 9 gyratory southern bridge

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

(1) <i>Area</i>	(2) <i>Length of road</i>
	between point 40 and 41 on sheet 7 of the classification of road plans, comprising 204 metres.
Hampshire County Council (Winchester)	A272 northbound from a point 103 metres from the proposed M3 Junction 9 gyratory to the proposed M3 Junction 9 gyratory between point 42 and 43 on sheet 7 of the classification of road plans, comprising 171 metres.

PART 5
SPEED LIMITS

(1) <i>Area</i>	(2) <i>Road name, number and length</i>	(3) <i>Speed limit</i>
Hampshire County Council (Winchester)	Easton Lane northbound between point 31 and 32 on sheet 7 of the speed limits plans, comprising 15 metres.	30mph
Hampshire County Council (Winchester)	Easton Lane southbound between point 33 and 34 on sheet 7 of the speed limits plans, comprising 80 metres.	30mph
Hampshire County Council (Winchester)	A33 northbound and southbound between point 1 and 2 on sheet 3 of the speed limits plans, comprising 327 metres.	40mph
Hampshire County Council (Winchester)	A33 southbound between point 3 and 4 on sheet 5 of the speed limits plans, comprising 163 metres.	40mph
Hampshire County Council (Winchester)	A33 southbound from proposed A33 / M3 northbound onslip roundabout to the proposed National Highways depot roundabout between Point 5 and 6 on sheets 5 and 6 of the speed limits plans, comprising 527 metres.	40mph
Hampshire County Council (Winchester)	A33 southbound from proposed National Highways depot roundabout to the proposed M3 Junction 9 gyratory between point 7 and 8 on sheets 6 and 7 of the speed limits plans, comprising 222 metres.	40mph
Hampshire County Council (Winchester)	A33 northbound from the proposed M3 Junction 9 gyratory to the	40mph

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

(1) <i>Area</i>	(2) <i>Road name, number and length</i>	(3) <i>Speed limit</i>
	proposed National Highways depot roundabout between point 9 and 10 on sheets 7 and 6 of the speed limits plans, comprising 244 metres.	
Hampshire County Council (Winchester)	A33 northbound from the proposed National Highways depot roundabout to the proposed A33 / M3 northbound onslip roundabout between point 11 and 12 on sheets 6 and 5 of the speed limits plans, comprising 527 metres.	40mph
Hampshire County Council (Winchester)	A33 northbound from the proposed A33 / M3 onslip roundabout to the A33 northbound between point 13 and 3 on sheet 5 of the speed limits plans, comprising 163 metres.	40mph
Hampshire County Council (Winchester)	A33 northbound from the proposed A33 / M3 northbound onslip roundabout to the M3 northbound onslip between point 14 and 15 on sheet 5 of the speed limits plans, comprising 46 metres.	40mph
Hampshire County Council (Winchester)	A33 / M3 northbound onslip roundabout extents as shown at point 16 on sheet 5 of the speed limits plans, comprising 83 metres.	40mph
Hampshire County Council (Winchester)	National Highways depot roundabout extents as shown at point 17 on sheet 6 of the speed limits plans, comprising 83 metres.	40mph
Hampshire County Council (Winchester)	A34 southbound diverge to the - proposed M3 Junction 9 gyratory between point 21 and 22 on sheets 6 and 7 of the speed limits plans, comprising 393 metres.	40mph
Hampshire County Council (Winchester)	A34 / M3 southbound offslip merge between point 23 and 24 on sheet 6 of the speed limits plans, comprising 50 metres.	40mph
Hampshire County Council (Winchester)	A34 northbound onslip between point 29 and 27 on sheet 7 of the speed limits plans, comprising 39 metres.	40mph
Hampshire County Council (Winchester)	Easton Lane northbound between point 30 and 31 on sheet 7 of the	40mph

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

(1) <i>Area</i>	(2) <i>Road name, number and length</i>	(3) <i>Speed limit</i>
	speed limits plans, comprising 23 metres.	
Hampshire County Council (Winchester)	Easton Lane southbound between point 34 and 35 on sheet 7 of the speed limits plans, comprising 36 metres.	40mph
Hampshire County Council (Winchester)	A272 southbound between point 40 and 41 on sheet 7 of the speed limits plans, comprising 204 metres.	40mph
Hampshire County Council (Winchester)	A272 northbound between point 41 and 42 on sheet 7 of the speed limits plans, comprising 180 metres.	40mph
Hampshire County Council (Winchester)	M3 Junction 9 gyratory extents as shown at point 43 on sheet 7 of the speed limits plans, comprising 583 metres.	40mph
Hampshire County Council (Winchester)	M3 northbound offslip to the proposed M3 Junction 9 gyratory between point 36 and 37 on sheet 7 of the speed limits plans, comprising 40 metres.	40mph
Hampshire County Council (Winchester)	M3 southbound onslip from the proposed M3 Junction 9 gyratory between point 38 and 39 on sheet 7 of the speed limits plans, comprising 36 metres.	40mph
Hampshire County Council (Winchester)	A33 northbound and southbound between point 2 and 3 on sheets 3 and 5 of the speed limits plans, comprising 871 metres.	50mph
Hampshire County Council (Winchester)	A34 southbound to M3 southbound onslip merge between point 18 and 19 on sheets 5 and 6 of the speed limits plans, comprising 905 metres.	50mph
Hampshire County Council (Winchester)	A34 southbound diverge to proposed M3 Junction 9 gyratory between point 20 and 21 on sheet 6 of the speed limits plans, comprising 200 metres.	50mph
Hampshire County Council (Winchester)	A34 northbound between point 26 and 28 on sheets 6 and 5 of the speed limits plans, comprising 802 metres.	50mph
Hampshire County Council (Winchester)	A34 northbound from M3 northbound diverge to A34	70mph

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

(1) <i>Area</i>	(2) <i>Road name, number and length</i>	(3) <i>Speed limit</i>
	northbound between point 25 and 26 on sheet 6 of the speed limits plans, comprising 390 metres.	
Hampshire County Council (Winchester)	A34 onslip from proposed M3 Junction 9 gyratory between point 27 and 26 on sheets 7 and 6 of the speed limits plans, comprising 578 metres.	70mph
Hampshire County Council (Winchester)	M3 northbound offslip between point 44 and 36 on sheets 8 and 7 of the speed limits plans, comprising 486 metres.	70mph
Hampshire County Council (Winchester)	M3 southbound onslip between point 39 and 53 on sheets 7 and 8 of the speed limits plans, comprising 763 metres.	70mph
Hampshire County Council (Winchester)	M3 northbound between point 45 and 25 on sheets 8, 7 and 6 of the speed limits plans, comprising 876 metres.	70mph
Hampshire County Council (Winchester)	M3 northbound between point 46 and 47 on sheets 6, 5 and 4 of the speed limits plans, comprising 1186 metres.	70mph
Hampshire County Council (Winchester)	M3 northbound onslip between point 15 and 48 on sheets 5 and 4 of the speed limits plans, comprising 605 metres.	70mph
Hampshire County Council (Winchester)	M3 southbound between point 49 and 50 on sheets 5, 6, 7 and 8 of the speed limits plans, comprising 1980 metres.	70mph
Hampshire County Council (Winchester)	M3 southbound offslip between point 51 and 23 on sheets 5 and 6 of the speed limits plans, comprising 695 metres.	70mph
Hampshire County Council (Winchester)	M3 southbound onslip merge between point 19 and 52 on sheets 6, 7 and 8 of the speed limits plans, comprising 1305 metres.	70mph
Hampshire County Council (Winchester)	M3 southbound onslip from the proposed M3 Junction 9 gyratory between point 39 and 53 on sheets 7 and 8 of the speed limits plans, comprising 763 metres.	70mph

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

PART 6

TRAFFIC REGULATION MEASURES (CLEARWAYS AND PROHIBITIONS)

(1) <i>Area</i>	(2) <i>Road name, number and length</i>	(3) <i>Measures</i>
Hampshire County Council (Winchester)	A33 southbound from the Cart and Horses Junction (Kings Worthy) to the proposed A33 / M3 northbound onslip roundabout between point 1 and 2 on sheets 3 and 5 of the traffic regulation measures plans, comprising 1366 metres.	Clearway
Hampshire County Council (Winchester)	A33 southbound from the proposed A33 / M3 northbound onslip roundabout to the proposed National Highways depot roundabout between point 3 and 4 on sheets 5 and 6 of the traffic regulation measures plans, comprising 526 metres.	Clearway
Hampshire County Council (Winchester)	A33 southbound from the proposed National Highways depot roundabout to the proposed M3 Junction 9 gyratory between point 5 and 6 on sheets 6 and 7 of the traffic regulation measures plans, comprising 224 metres.	Clearway
Hampshire County Council (Winchester)	A33 northbound from the proposed M3 Junction 9 gyratory to the proposed National Highways depot roundabout between Point 7 and 8 on sheets 6 and 7 of the traffic regulation measures plans, comprising 242 metres.	Clearway
Hampshire County Council (Winchester)	A33 northbound from the proposed National Highways depot roundabout to the proposed A33 / M3 northbound onslip roundabout between Point 9 and 10 on sheets 6 and 5 of the traffic regulation measures plans, comprising 527 metres.	Clearway
Hampshire County Council (Winchester)	A33 northbound from the proposed A33 / M3 northbound onslip roundabout to a point 20 metres from the existing Cart and Horses Junction (Kings Worthy) between point 11 and 12 on sheets 5 and 3 of	Clearway

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

(1) <i>Area</i>	(2) <i>Road name, number and length</i>	(3) <i>Measures</i>
	the traffic regulation measures plans, comprising 1365 metres.	
Hampshire County Council (Winchester)	A33 northbound from the proposed A33 / M3 northbound onslip roundabout to a point 24 metres from the proposed A33 / M3 northbound onslip roundabout between point 13 and 14 on sheet 5 of the traffic regulation measures plans, comprising 10 metres.	Clearway
Hampshire County Council (Winchester)	A33 / M3 northbound onslip roundabout the proposed roundabout extents as shown as point 15 on sheet 5 of the traffic regulation measures plans, comprising 84 metres.	Clearway
Hampshire County Council (Winchester)	National Highways depot roundabout the proposed roundabout extents as shown as point 16 on sheet 6 of the traffic regulation measures plans, comprising 84 metres.	Clearway
Hampshire County Council (Winchester)	A34 southbound from a point 662 metres from the proposed M3 underpass northern portal to a point 204 metres from the proposed M3 underpass southern portal between point 17 and 18 on sheets 6 and 5 of the traffic regulation measures plans, comprising 891 metres.	Clearway
Hampshire County Council (Winchester)	A34 southbound from diverge to the proposed M3 Junction 9 gyratory between point 19 and 20 on sheets 6 and 7 of the traffic regulation measures plans, comprising 589 metres.	Clearway
Hampshire County Council (Winchester)	A34 southbound from a point 393 metres from the proposed M3 Junction 9 gyratory northern bridge to a point 346 metres from the proposed M3 Junction 9 gyratory northern bridge between point 21 and 22 on sheet 6 of the traffic regulation measures plans, comprising 50 metres.	Clearway
Hampshire County Council (Winchester)	A34 northbound from M3 / A34 northbound diverge to a point 1172 metres from the M3 / A34	Clearway

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

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Road name, number and length</i>	<i>(3)</i> <i>Measures</i>
	northbound diverge between point 23 and 24 on sheets 6 and 5 of the traffic regulation measures plans, comprising 1172 metres.	
Hampshire County Council (Winchester)	A34 northbound onslip from a point 32 metres from the proposed M3 Junction 9 gyratory northern bridge between Point 25 and 26 on sheets 7 and 6 of the traffic regulation measures plans, comprising 612 metres.	Clearway
Hampshire County Council (Winchester)	Easton Lane northbound between point 27 and 28 on sheet 7 of the traffic regulation measures plans, comprising 23 metres.	Clearway
Hampshire County Council (Winchester)	Easton Lane southbound between point 29 and 30 on sheet 7 of the traffic regulation measures plans, comprising 25 metres.	Clearway
Hampshire County Council (Winchester)	M3 northbound offslip between point 31 and 32 on sheet 7 of the traffic regulation measures plans, comprising 40 metres.	Clearway
Hampshire County Council (Winchester)	M3 Junction 9 gyratory extents as shown at point 33 (including points 34, 35, 36) on sheet 7 of the restrictions to traffic movement plans, comprising 635 metres.	Clearway
Hampshire County Council (Winchester)	A33 overtaking between point 37 and 38 on sheets 6 and 5 of the traffic regulation measures plans, comprising 487 metres.	No overtaking
Hampshire County Council (Winchester)	A33 overtaking between point 39 and 40 on sheets 5 and 3 of the traffic regulation measures plans, comprising 731 metres.	No overtaking

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

PART 7

REVOCATIONS AND VARIATIONS OF EXISTING TRAFFIC REGULATION ORDERS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Road name, number and length</i>	<i>(3)</i> <i>Title of Order</i>	<i>(4)</i> <i>Revocations or variations</i>
Hampshire County Council (Winchester)	A34 northbound carriageway between point 1 and 2 on sheets 5 and 7 of the revoking existing clearway orders plans, comprising 926 metres.	The Winchester-Preston Trunk Road (A34) (24 Hours Clearway) (No.2) Order 1987	Existing section of highway (in part) to be stopped up. Traffic regulation order to be revised to suit proposed highway arrangement.
Hampshire County Council (Winchester)	A34 southbound carriageway between point 3 and 4 on sheets 5 and 7 of the revoking existing clearway orders plans, comprising 899 metres.	The Winchester-Preston Trunk Road (A34) (24 Hours Clearway) (No.2) Order 1987	Existing section of highway (in part) to be stopped up. Traffic regulation order to be revised to suit proposed highway arrangement.
Hampshire County Council (Winchester)	A33 between point 5 and 6 on sheets 3 and 5 of the revoking existing clearway orders plans, comprising 929 metres.	The South West of Basingstoke – Southampton Trunk Road (Prohibition of Waiting) (Clearways) Order 1968	Existing section of highway (in part) to be stopped up. Traffic regulation order to be revised to suit proposed highway arrangement.

PART 8

PUBLIC RIGHTS OF WAY TO BE CREATED

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Status and length of public right of way / footpath / cycle track / bridleway / footway and associated structures</i>
Hampshire County Council (Winchester)	Cycle track between the Cart and Horses Junction (Kings Worthy) to the existing NCN Route 23 adjacent to Tesco and the proposed gyratory between points 16, 4 and 15 as shown on sheets 3, 5, 6 and 7 of the rights of way and access plans, comprising 2606 metres.
Hampshire County Council (Winchester)	Bridleway between the proposed gyratory and Easton Lane between point 3 and 4 as shown on sheets 6 and 7 of the rights of way and access plans, comprising 277 metres.

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

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Status and length of public right of way / footpath / cycle track / bridleway / footway and associated structures</i>
Hampshire County Council (Winchester)	Bridleway between Easton Lane and Long Walk between point 1 and 2 on sheets 4, 5, 6 and 7 of the rights of way and access plans, comprising 1197 metres.

SCHEDULE 4

Articles 17 and 28

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

1. 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 to be stopped up, as described in column (2) of Part 1 of this Schedule, are shown by red boxed 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 Part 1 of this Schedule.
- (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 1 of this Schedule, are shown by green shading (for motorways), pink shading (for trunk roads), yellow shading (for other classified roads and highways) and blue, yellow or purple shading (for public rights of way) (as shown in the key on the rights of way and access plans) and are given a reference label (a capital letter in a circle) and will be a road unless otherwise stated beneath its reference letter in column (4) of Part 1 of this Schedule.
- (c) Private means of access to be stopped up, as described in column (2) of Part 2 of this Schedule, are shown by blue 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 Part 2 of this Schedule, and are given a reference label (a lower case letter in a circle).
- (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 2 of this Schedule, are shown by blue shading (as shown in the key on the rights of way and access plans) and are given a reference label (a number in a circle).

PART 1

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

<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>
Hampshire County Council (Winchester)	A33 northbound carriageway	936 metres between points 22 and 21 as	A new cycle track between the Cart

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

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New Highway to be substituted/provided
		shown on sheets 3 and 5 of the rights of way and access plans.	and Horses Junction (Kings Worthy) to the existing NCN Route 23 adjacent to Tesco and the proposed gyratory between points 16, 4, and 15 as shown on sheets 3, 5, 6, and 7 of the rights of way and access plans, comprising 2606 metres.
Hampshire County Council (Winchester)	A34 northbound carriageway	935 metres between points 17 and 18 as shown on sheets 5 and 7 of the rights of way and access plans.	A new length of trunk road (realigned A34 northbound carriageway) for a length of 691 metres.
Hampshire County Council (Winchester)	A34 southbound carriageway	920 metres between points 19 and 20 as shown on sheets 5 and 7 of the rights of way and access plans.	A new length of trunk road (realigned A34 southbound carriageway) for a length of 549 metres.
Hampshire County Council (Winchester)	M3 northbound onslip carriageway	258 metres between points 23 and 24 as shown on sheets 6 and 7 of the rights of way and access plans.	A new length of trunk road (realigned A34 northbound merge) for a length of 617 metres.
Hampshire County Council (Winchester)	M3 northbound offslip carriageway	316 metres between points 29 and 30 as shown on sheets 7 and 8 of the rights of way and access plans.	A new length of special road (realigned M3 northbound offslip carriageway) for a length of 440 metres.
Hampshire County Council (Winchester)	M3 southbound onslip carriageway	246 metres between points 27 and 28 as shown on sheet 7 of the rights of way and access plans.	A new length of special road (realigned M3 southbound onslip carriageway) for a length of 687 metres.
Hampshire County Council (Winchester)	M3 southbound offslip carriageway	418 metres between the M3 southbound offslip to point 26 as shown on sheets 6 and 7 of the rights of way and access plans.	A new length of special road (realigned M3 southbound offslip carriageway) for a length of 634 metres.
Hampshire County Council (Winchester)	A272 northbound carriageway	101 metres between points 33 and 34 as	A new length of classified road

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

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New Highway to be substituted/provided
		shown on sheet 7 of the rights of way and access plans.	(realigned A272 northbound carriageway) for a length of 116 metres.
Hampshire County Council (Winchester)	Easton Lane southbound carriageway	106 metres between points 31 and 32 as shown on sheet 7 of the rights of way and access plans.	A new length of classified road (realigned Easton Lane southbound carriageway) for a length of 106 metres.
Hampshire County Council (Winchester)	M3 Junction 9 gyratory (with demolition of existing structures over M3 northbound and southbound carriageways)	640 metres as identified by all points referenced 35 on sheet 7 of the rights of way and access plans.	A new length of trunk road (realigned M3 Junction 9 gyratory) for a length of 583 metres.
Hampshire County Council (Winchester)	National Highways rear entrance / exit	As noted on the rights of way and access plans.	A realigned entrance / exit via a proposed roundabout (National Highways depot roundabout) for a length of 93 metres.
Hampshire County Council (Winchester)	Existing public right of way to be stopped up	441 metres of existing public right of way between points 6 and 7 as shown on sheets 6 and 7 of the rights of way and access plans.	New public right of way as per reference F/C 1 between points 4, 15 and 16, for a length of 2693 metres, as shown on sheets 3, 5, 6 and 7.
Hampshire County Council (Winchester)	Existing public right of way to be stopped up	290 metres of existing public right of way between points 5 and 6 as shown on sheets 6 and 7 of the rights of way and access plans.	New public right of way as identified between points 1 and 2, 3 and 4, for a length of 1679 metres as shown on sheets 4, 6 and 7 of the rights of way and access plans.
Hampshire County Council (Winchester)	Existing footway / footpath between to be stopped up	1719 metres of existing footway / footpath between points 7 and 8, 9 and 10, 11 and 12, 13 and 14 as shown on sheets 3, 5, 6 and 7 of the rights of way and access plans.	New public right of way as per reference F/C 1 between points 4, 15 and 16, for a length of 2693 metres as shown on sheets 3, 5, 6 and 7 of the rights of way and access plans.

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

PART 2

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

(1) <i>Area</i>	(2) <i>Private means of access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New private means of access to be substituted/provided</i>
Hampshire County Council (Winchester)	A33 business park access	Shown as point A on sheet 3 of the rights and access plans.	Between point 49 and 48 on sheet 3 of the classification of road plans, comprising 18 metres.
Hampshire County Council (Winchester)	A33 business park access	Shown as point B on sheet 3 of the rights of way and access plans.	Between point 50 and 51 on sheet 3 of the classification of road plans, comprising 33 metres.

SCHEDULE 5

Article 27

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

(1) <i>Plot reference number shown on land plans</i>	(2) <i>Purpose for which rights over land may be acquired</i>	(3) <i>Relevant part of the authorised development</i>
Land Plans – Sheet 6		
Plot 6/5	Rights to be acquired permanently to access, construct, maintain and repair overhead electricity cables and associated apparatus	Work No. 21

SCHEDULE 6

Article 27

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS AND IMPOSITION OF RESTRICTIVE COVENANTS

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

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

compulsory acquisition under this Order of a right by the creation of a new right or imposition of a restrictive covenant as they apply as respects compensation for the compulsory purchase of land and interests in land.

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 5A(5A) (relevant valuation date) 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 Compulsory Purchase Act 1965 (as modified by paragraph 5(5) of Schedule 6 to the M3 Junction 9 Development Consent Order 2024 (the “2024 Order”));
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the Compulsory Purchase Act 1965 (as substituted by paragraph 5(8) of Schedule 6 to the 2024 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.”.

3.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(6) 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)—

- (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”.

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.

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

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or

(6) 1973 c. 26.

(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 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) 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 restriction, as well as the notice of entry required by subsection (1) of that section (as it applies to a 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 11A(7) (powers of entry: further notices of entry), 11B(8) (counter-notice requiring possession to be taken on specified date), 12(9) (unauthorised entry) and 13(10) (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20(11) (tenants at will, etc.) 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 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—

(7) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c. 22).
(8) Section 11B was inserted by sections 187(3) of the Housing and Planning Act 2016 (c. 22).
(9) Section 12 was amended by section 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23) and paragraph 4 of Schedule 16 to the Housing and Planning Act 2016 (c. 22).
(10) 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 Tribunals, Courts and Enforcement Act 2007 (c. 15).
(11) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

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

“SCHEDULE 2A

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

Introduction

1.—(1) This Schedule applies where an acquiring authority 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 have not executed a general vesting declaration under section 4 of the 1981 Act as applied by article 31 (application of the 1981 Act) of the M3 Junction 9 Development Consent Order 2024 in respect of the land to which the notice to treat relates.

(2) But see article 32(3) (acquisition of subsoil or airspace only) of the M3 Junction 9 Development Consent Order 2024 which excludes the acquisition of subsoil or airspace only from this Schedule.

(3) 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 decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

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

Determination by the Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right of 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.

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

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

14.—(1) If the Upper Tribunal determines that the 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.”.

SCHEDULE 7

Article 34

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Plot Reference Number shown on land plans</i>	<i>Purpose for which temporary possession may be taken</i>	<i>Relevant part of the authorised development</i>
Land Plans – Sheet 4		
4/1a	Land required temporarily for temporary traffic management purposes.	Ancillary works
4/1b	Required to facilitate and provide a working space and temporary access for works associated with the diversion of power cables.	Work No. 35
4/1c	Required to facilitate and provide a working space and temporary access for works associated with the construction of a new bridleway and associated drainage and landscaping features to connect Long Walk and Easton Lane.	Work No. 9

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

(1) <i>Plot Reference Number shown on land plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>
4/1d	Land required temporarily for temporary traffic management purposes.	Ancillary works
4/2a	Required to facilitate and provide a working space and temporary access for works associated with the diversion of 50 metres in length of power cables.	Work No. 35
4/2b	Required to facilitate and provide a working space and temporary access for works associated with the diversion of power cables.	Work No. 35
4/2c	Land required temporarily for temporary traffic management purposes.	Ancillary works
Land Plans – Sheet 5		
5/5a	Requirement to facilitate and provide a working space and temporary access for works associated with the construction of a drainage outfall into the River Itchen.	Work No. 43
5/2d	Land required temporarily for temporary traffic management purposes.	Ancillary Works
5/2e	<p>Required to facilitate and provide a working space and temporary access for works associated with:</p> <p>1. the improvement and construction of the realignment of the northbound and southbound carriageways of the A33 between B3047 (London Road) / A33 junction and proposed A33 / M3 northbound onslip roundabout;</p> <p>1(g). the construction of the extension of the existing central reserve with associated vehicle restraint system;</p>	Work No. 1, 1(g), 1(h), 3, 42

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

<i>(1)</i> <i>Plot Reference Number shown on land plans</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	<p>1(h). the construction of carriageway realignment on the existing River Itchen bridge (including possible remediation works);</p> <p>3. the construction improvements and realignment of the southbound carriageway of the A34;</p> <p>42. the construction of a drainage outfall into the River Itchen.</p>	
5/3c	Required temporarily to facilitate construction generally and to facilitate and provide a working space and temporary access for works associated with the construction of a new bridleway and associated drainage and landscaping features to connect Long Walk to Easton Lane.	Work No. 9
5/4	Required temporarily to facilitate construction of surface water drainage outfall.	Work No. 42
Land Plans – Sheet 6		
6/1f	<p>Required to facilitate and provide a working space and temporary access for works associated with:</p> <p>9. the construction of a new bridleway and associated drainage and landscaping features to connect Long Walk and Easton Lane;</p> <p>9(a). the construction of an attenuation basin maintenance track;</p> <p>20. the diversion of a low-pressure gas main pipeline;</p>	Work No. 9, 9(a), 20, 26, 33

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

<i>(1)</i> <i>Plot Reference Number shown on land plans</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	<p>26. the diversion of telecommunication equipment;</p> <p>33. the realignment of the National Cycle Route 23 and associated earthworks and landscaping.</p>	
6/1g	Required to construct a temporary construction site compound.	Work No. 38
6/4d	Required to facilitate and provide a working space and temporary access for works associated with the construction of a new bridleway and associated drainage and landscaping features to connect Long Walk to Easton Lane.	Work No. 9
6/6a	Required to facilitate and provide a working space and temporary access for works associated with the diversion of a low-pressure gas main pipeline.	Work No. 20
6/6b	<p>Required to facilitate and provide a working space and temporary access for works associated with:</p> <p>20. the diversion of a low-pressure gas main pipeline;</p> <p>38: the construction of a temporary construction site compound situated on land to the east of the M3 Junction 9 gyratory.</p>	Work Nos. 20, 38
Land Plans – Sheet 7		
7/1a	Required to facilitate and provide a working space and temporary access for works associated with the construction of a temporary construction site compound situated on land to the east of the M3 Junction 9 gyratory.	Work No. 38

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

<i>(1) Plot Reference Number shown on land plans</i>	<i>(2) Purpose for which temporary possession may be taken</i>	<i>(3) Relevant part of the authorised development</i>
7/2c	Land required temporarily for temporary traffic management purposes.	Ancillary works
7/4g	Land required temporarily for temporary traffic management purposes.	Ancillary works
7/5	Land required temporarily for temporary traffic management purposes.	Ancillary works
7/6	Land required temporarily for temporary traffic management purposes	Ancillary works

SCHEDULE 8

Article 39

REMOVAL OF HEDGEROWS

<i>(1) Hedgerow No. as referred to in the protected trees and hedgerows to be removed plans</i>	<i>(2) Work to be carried out</i>	<i>(3) Relevant part of authorised development</i>	<i>(3) Important hedgerow</i>
H1	Partial Removal	Work No. 35	Yes
H2	Partial Removal	Work No. 9	Yes
H3	Partial Removal	Work No. 9	Yes
H4	Removal	Work Nos. 3, 10(a), 11, 19, 20, 21, 39	No
H5	Partial Removal	Work Nos. 3, 32, 33	No
H6	Partial Removal	Work Nos. 3, 9, 33	Yes
H7	Partial Removal	Work Nos. 3, 33	Yes
H9	Partial Removal	Work No. 49	No
H10	Partial Removal	Work No. 49	No

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

SCHEDULE 9

Article 40

TREES SUBJECT TO TREE PRESERVATION ORDERS

<i>(1)</i> <i>Name of Order/Type of tree</i>	<i>(2)</i> <i>Work to be carried out</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
Tree preservation order (00039-2003-TPO) partially covered by tree group G43(B) which identified ash, sycamore, yew, hawthorn, field maple, english oak, elder, blackthorn	Partial Removal	Work Nos. 24, 29

SCHEDULE 10

Articles 36 and 45

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.

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)(12), belonging to or maintained by that utility undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter within the meaning of Part 1 of the Gas Act 1986(13) for the purposes of gas supply;
- (c) in the case of a 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(14); and

(12) 1989 c. 29. The definition of “electrical 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).

(13) 1986 c. 44.

(14) 1991 c. 56.

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

- (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4)(15) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at future date) of that Act(16),

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

“functions” includes powers and duties;

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

“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; 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.

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.

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 or the power of the undertaker to carry out works under paragraph 9.

(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 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.

(15) Section 102(4) was amended by section 96(1)(c) of the Water Act 2003 (c. 37) and by section 56 of, and paragraph 90 of Schedule 7 to the Water Act 2014 (c. 21).

(16) Section 104 was amended by sections 96(4) and 101(2) of, and Part 3 of Schedule 9 to, the Water Act 2003 and by section 42(3) of the Flood and Water Management Act 2010 (c. 29).

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

Protective works to buildings

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

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.

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 (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question 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 (1) 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 48 (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 48 (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.

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

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 48 (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.

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 (1) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan 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, 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;

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

- (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.

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 49 (arbitration) to be necessary then, if such placing involves cost 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.

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, the undertaker has the sole conduct of any settlement or compromise of any proceedings necessary to resist the claim or demand.

Cooperation

12. 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.

13. 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 in land belonging to the undertaker on the date on which this Order is made.

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

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

15. In this Part of this Schedule—

“the 2003 Act” means the Communications Act 2003(17);

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

“the electronic communications code” has the same meaning ascribed to it in section 106(18) (application of the electronic communications code) of the 2003 Act;

“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 the electronic communications code by a direction under section 106 of the 2003 Act; and

(17) 2003 c. 21.

(18) Section 106 was amended by section 4 of the Digital Economy Act 2017 (c. 30).

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

- (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 (infrastructure system) of that code; and

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

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

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

- (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 the authorised development), 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 and, if such consent is withheld, the undertaker has the sole conduct of any settlement or compromise 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 48 (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 interruptions, 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 in land belonging to the undertaker on the date on which this Order is made.

PART 3

FOR THE PROTECTION OF SOUTHERN GAS NETWORKS PLC AS GAS UNDERTAKER

Application

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

Interpretation

19. In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of SGN to enable SGN 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 SGN for the purposes of gas distribution together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of SGN 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 of this Order and includes any associated development authorised by the 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” has the same meaning as in article 2 and commencement shall be construed to have the same meaning save that for the purposes of this Part of this Schedule the terms commence and commencement include the works described in that definition that would otherwise have been excluded from its scope other than ecological surveys, preconstruction ecological mitigation, erection of any temporary means of enclosure and the temporary display of site notices or advertisements;

“functions” includes powers and duties;

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

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for SGN’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” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of SGN including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;

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

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

“SGN” means Southern Gas Networks plc (company number 05167021), whose registered office is at St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ, or its successors in title or successor bodies and any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986⁽¹⁹⁾.

“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 sub-paragraph 7(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 sub-paragraph 7(2) or otherwise.

On Street Apparatus

20.—(1) Except for paragraphs 21 (apparatus of SGN in stopped up streets), 24 (removal of apparatus) in so far as sub-paragraph (2) applies, 25 (facilities and rights for alternative apparatus) in so far as sub-paragraph (2) applies, 26 (retained apparatus: protection of SGN), 27 (expenses) and 28 (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 SGN, the other provisions of this part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and SGN are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraph 24 and 25 of this Part of this Schedule shall apply to diversions even where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

(3) Notwithstanding articles 11 (street works), 12 (power to alter layout etc. of streets), 30 and 35 or any other powers in the Order generally, section 85 (sharing of cost of necessary measures) of the 1991 Act in relation to cost sharing and the regulations made thereunder shall not apply in relation to any diversion of apparatus of SGN under the 1991 Act.

Apparatus of SGN in stopped up streets

21.—(1) Without prejudice to the generality of any other protection afforded to SGN elsewhere in the Order, where any street is stopped up under article 17 (permanent stopping up and restriction of use of streets and private means of access) if SGN has any apparatus in the street or accessed via that street SGN will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to SGN, or will procure the granting to SGN of, legal easements reasonably satisfactory to SGN 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 SGN to require the removal of that apparatus under paragraph 24 (removal of apparatus).

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 16 (temporary stopping up and restriction of use of streets), SGN will be at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all

⁽¹⁹⁾ 1986 c. 44.

such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary stopping up or diversion in respect of any apparatus which at the time of the stopping up or diversion was in that highway.

Protective works to buildings

22. The undertaker, in the case of the powers conferred by article 22 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of SGN.

Acquisition of land

23.—(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 from SGN any land interest or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of SGN otherwise than by agreement.

(2) The undertaker and SGN 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 SGN or other enactments relied upon by SGN as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule shall prevail.

(3) Any agreement or consent granted by SGN under paragraph 26 (retained apparatus: protection of SGN) or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

(4) As a condition of an agreement under sub-paragraph (1) that involves de-commissioned apparatus being left in situ SGN must use reasonable endeavours to surrender its easement or other interest in land in respect of such decommissioned apparatus to the reversionary landowner and transfer title to such de-commissioned apparatus to the reversionary landowner. If SGN is not released by the reversionary landowner from all liabilities (including title) in respect of such de-commissioned apparatus the undertaker shall take on such liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(5) Where the undertaker acquires land which is subject to any SGN right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 24 (removal of apparatus) do not apply, the undertaker must, unless SGN agrees otherwise—

- (a) retain any notice of SGN'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 SGN'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 SGN's easement, right or other interest in relation to such acquired land; and
- (c) provide up to date official entry copies to SGN within 20 working days of receipt of such up to date official entry copies.

Removal of apparatus

24.—(1) If, in the exercise of the agreement reached in accordance with paragraph 23 (acquisition of land) or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of

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

this Schedule and any right of SGN to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of SGN 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 SGN 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 SGN reasonably needs to move or remove any of its apparatus) the undertaker must afford to SGN to its satisfaction (taking into account paragraph 25(1) (facilities and rights for alternative apparatus) the necessary facilities and rights—

- (a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus);
- (b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus); and
- (c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the 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, SGN 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 shall not extend to the requirement for SGN to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to do so.

(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 SGN and the undertaker.

(5) SGN must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to SGN of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to SGN to its satisfaction, 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.

Facilities and rights for alternative apparatus

25.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for SGN facilities and rights in land for the access to, construction and maintenance 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 SGN and must be no less favourable on the whole to SGN than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by SGN.

(2) If the facilities and rights to be afforded by the undertaker and agreed with SGN under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to SGN than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in SGN's opinion) then the terms and conditions to which those facilities and rights are subject in the

matter will be referred to arbitration in accordance with paragraph 32 (arbitration) and the arbitrator shall make such provision for the payment of compensation by the undertaker to SGN as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of SGN

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

(2) The plan to be submitted to SGN 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 SGN has given written approval of the plan so submitted.

(4) Any approval of SGN required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and,
- (b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and (2) apply, SGN may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing 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 to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) as approved or as amended from time to time by agreement between the undertaker and SGN and in accordance with all conditions imposed under sub-paragraph (4)(a) and SGN will be entitled to watch and inspect the execution of those works.

(7) Where SGN 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 SGN's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) If SGN, 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 (8) apply as if the removal of the apparatus had been required by the undertaker under paragraph 24(2) (removal of apparatus).

(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, 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.

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

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to SGN notice as soon as is reasonably practicable and a plan of those works and must comply with—

- (a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and
- (b) sub-paragraph (11) at all times.

(11) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that SGN retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 27 (expenses).

Expenses

27.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SGN on demand all charges, costs and expenses reasonably anticipated or incurred by SGN 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 as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by SGN in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by SGN as a consequence of SGN;
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 24(3) if it elects to do so; or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting SGN;
- (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 26(6) (retained apparatus: protection of SGN).

(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 article 49 (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 SGN by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) 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 SGN 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 SGN 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.

Indemnity

28.—(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 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 SGN, or there is any interruption in any service provided, or in the supply of any goods, by SGN, or SGN becomes liable to pay any amount to any third party, the undertaker will—

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

(2) The fact that any act or thing may have been done by SGN on behalf of the undertaker or in accordance with a plan approved by SGN or in accordance with any requirement of SGN 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 SGN 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) shall impose any liability on the undertaker in respect of—

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

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of SGN, its officers, servants, contractors or agents; and
 - (b) any authorised works or any other works authorised by this Part of this Schedule carried out by SGN as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 10 (consent to transfer benefit of Order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-paragraph 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 28.
- (4) SGN must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering their representations.

Enactments and agreements

29. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between SGN and the undertaker, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and SGN in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

30.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or SGN requires the removal of apparatus under paragraph 24(2) (removal of apparatus) or SGN makes requirements for the protection or alteration of apparatus under paragraph 26 (retained apparatus: protection of SGN), 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 SGN’s undertaking and SGN must use its best endeavours to co-operate with the undertaker for that purpose.

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

Access

31. If in consequence of the agreement reached in accordance with paragraph 23(1) (acquisition of land) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by SGN in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable SGN to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

32. Save for differences or disputes arising under paragraphs 24(2) and(4) (removal of apparatus), 25(1) (facilities and rights for alternative apparatus)and paragraph 26 (retained apparatus: protection of SGN) any difference or dispute arising between the undertaker and SGN under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and SGN, be determined by arbitration in accordance with article 49 (arbitration).

Notices

33. The plans submitted to SGN by the undertaker pursuant to paragraph 26(1) (retained apparatus: protection of SGN) must be sent to SGN at 1 Forbury Place, 43 Forbury Road, Reading, Berkshire RG1 3JH or such other address as SGN may from time to time appoint instead for that purpose and notify in writing to the undertaker.

PART 4

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

Application

34. The following provisions will apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

Interpretation

35.—(1) In this Part of this Schedule—

“the Agency” means the Environment Agency;

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” is construed accordingly;

“drainage work” means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, or flood defence;

“fishery” means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

“main river” has the same meaning given in section 113(1) of the Water Resources Act 1991⁽²⁰⁾;

“plans” includes sections, drawings, specifications, calculations and method statements;

“remote defence” means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within—

- (a) 8 metres of the base of a remote defence which is likely to—
 - (i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence; or
 - (ii) interfere with the Agency’s access to or along that remote defence.
- (b) 8 metres of a drainage work or is otherwise likely to—
 - (i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
 - (ii) affect the flow, purity or quality of water in any watercourse or other surface waters;
 - (iii) cause obstruction to the free passage of fish or damage to any fishery;
 - (iv) affect the conservation, distribution or use of water resources; or
 - (v) affect the conservation value of the main river and habitats in its immediate vicinity;

(20) 1991 c. 57. The definition of “main river” was amended by section 59(3) of the Water Act 2014 (c. 21).

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

or which involves—

- (c) an activity that includes dredging, raising or taking of any sand, silt ballast, clay gravel or other materials from or off the bed or banks of a drainage work (or causing such materials to be dredged, raised or taken), including hydrodynamic dredging or desilting; and
- (d) any quarrying or excavation within 16 metres of a drainage work which is likely to cause damage to or endanger the stability of the banks or structure of that drainage work.
 - “watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, basins, sewers and passages through which water flows except a public sewer.

Submission and approval of plans

36.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 45 (disputes).

(3) Any approval of the Agency required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or receipt of further particulars if such particulars have been requested by the Agency for approval; and
- (c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation or in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

(5) In the case of a refusal, if requested to do so the Agency must provide reasons for the grounds of that refusal.

Construction of protective works

37. Without limiting paragraph 36, the requirements which the Agency may have under that paragraph may include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

Timing of works and service of notices

38.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 37, must be constructed—

(a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and

(b) to the reasonable satisfaction of the Agency,

and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.

Works not in accordance with this Schedule

39.—(1) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(2) Subject to sub-paragraph (3) and paragraph 42 (agency access), if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (1) is served upon the undertaker the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(3) In the event of any dispute as to whether sub-paragraph (1) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (2) until the dispute has been finally determined in accordance with paragraph 45 (disputes).

Maintenance of works

40.—(1) Subject to sub-paragraph (6) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to sub-paragraph (5), and paragraph 42 (agency access), if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such

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

compliance and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with the provisions of this Part of this Schedule the Agency may serve written notice requiring the undertaker to cease all or part of the specified works and on receipt of such notice the undertaker must cease the specified works or part thereof until it has obtained the consent or complied with the condition unless the cessation of the specified works or part thereof would cause greater damage than compliance with the written notice.

(5) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 45 (disputes).

(6) This paragraph does not apply to—

- (a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not prevented by the exercise by the undertaker of the powers of the Order from doing so; and
- (b) any obstruction of a drainage work expressly authorised in the approval of specified works plans and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

Remediating impaired drainage work

41. If by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

Agency access

42. If by reason of construction of the specified work the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours or as soon as reasonably practicable of the undertaker becoming aware of such obstruction.

Free passage of fish

43.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

- (a) the construction of any specified work; or
- (b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage.

(3) Subject to paragraph 42 (agency access), if within such time as may be reasonably practicable for that purpose after the receipt of written notice from the Agency of any damage or expected damage to a fishery, the undertaker fails to take such steps as are described in sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) Subject to paragraph 42 (agency access), in any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

Indemnity

44.—(1) The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may incur—

- (a) in the examination or approval of plans under this Part of this Schedule;
- (b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and
- (c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

(2) The undertaker is responsible for and indemnifies the Agency against all costs and losses not otherwise provided for in this Schedule which may be reasonably incurred or suffered by the Agency by reason of—

- (a) the construction, operation or maintenance or failure during construction of any specified works comprised within the authorised development;
- (b) the operation or maintenance of any specified works comprised within the authorised development or the failure of any such works; or
- (c) any act or omission of the undertaker, its employees, contractors or agents or other persons acting under the direction of the undertaker whilst engaged upon—
 - (i) the construction, operation or maintenance of the specified works; or
 - (ii) in the case of those specified works that the undertaker is liable to maintain, dealing with any failure of those specified works.

(3) For the avoidance of doubt in sub-paragraph (1)—

“costs” includes—

- (i) expenses and charges;
- (ii) staff costs and overheads;
- (iii) legal costs;

“losses” includes physical damage.

(4) The undertaker indemnifies the Agency against all liabilities, claims and demands arising out of or in connection with the authorised development or otherwise out of the matters referred to in sub-paragraph (1).

(5) In sub-paragraph (3)—

“claims” and “demands” include as applicable—

- (a) costs (within the meaning of sub-paragraph (2)) incurred in connection with any claim or demand;

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

- (b) any interest element of sums claimed or demanded; “liabilities” includes—
- (c) contractual liabilities;
- (d) tortious liabilities (including liabilities for negligence or nuisance);
- (e) liabilities to pay statutory compensation or for breach of statutory duty;
- (f) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(6) The Agency must give to the undertaker reasonable notice of any such claim or demand and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(7) The Agency must, at all times, take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(8) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, must not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

(9) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, liabilities, demands or losses to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

Disputes

45. Any dispute arising between the undertaker and the Agency under this Part of this Schedule must if the parties agree, be determined by arbitration under article 49 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Transport or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

SCHEDULE 11

Articles 28 and 46

DOCUMENTS TO BE CERTIFIED

<i>(1) Document</i>	<i>(2) Application Document Reference</i>	<i>(3) Revision</i>
Book of reference	Volume 4, document 4.3	5
Classification of road plans	Volume 2, document 2.8	1
Design principles report	Volume 8, document 8.18	1
De-trunking plans	Volume 2, document 2.10	1
Engineering plans and sections	Volume 2, document 2.6	1
First Iteration Environmental Management Plan	Volume 7, document 7.3	7
Flood risk assessment	Volume 7, document 7.4	0
General arrangement plans	Volume 2, document 2.5	0

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

<i>(1) Document</i>	<i>(2) Application Document Reference</i>	<i>(3) Revision</i>
Land plans	Volume 2, document 2.2	1
Outline traffic management plan	Volume 7, document 7.8	2
Protected trees and hedgerows to be removed plans	Volume 2, document 2.13	0
Revoking existing clearway orders plans	Volume 2, document 2.14	1
Rights of way and access plans	Volume 2, document 2.4	1
Speed limits plans	Volume 2, document 2.9	1
Structures plans and sections	Volume 2, document 2.7	0
Traffic regulation measures plans	Volume 2, document 2.11	1
Works plans	Volume 2, document 2.3	2
Environmental Statement – Chapter 1 – Introduction	Volume 6, document 6.1	0
Environmental Statement – Chapter 2 – The Scheme and its Surroundings	Volume 6, document 6.1	0
Environmental Statement – Chapter 3 – Assessment of Alternatives	Volume 6, document 6.1	1
Environmental Statement – Chapter 4 – Environmental Impact Assessment Methodology	Volume 6, document 6.1	0
Environmental Statement – Chapter 5 – Air Quality	Volume 6, document 6.1	2
Environmental Statement - Chapter 6 - Cultural Heritage	Volume 6, document 6.1	0
Environmental Statement - Chapter 7 - Landscape and Visual	Volume 6, document 6.1	1
Environmental Statement - Chapter 8 - Biodiversity	Volume 6, document 6.1	0
Environmental Statement - Chapter 9 - Geology and Soils	Volume 6, document 6.1	1
Environmental Statement - Chapter 10 - Material Assets and Waste	Volume 6, document 6.1	1

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

<i>(1) Document</i>	<i>(2) Application Document Reference</i>	<i>(3) Revision</i>
Environmental Statement - Chapter 11 - Noise and Vibration	Volume 6, document 6.1	0
Environmental Statement - Chapter 12 - Population and Human Health	Volume 6, document 6.1	1
Environmental Statement - Chapter 13 - Road Drainage and the Water Environment	Volume 6, document 6.1	1
Environmental Statement - Chapter 14 – Climate	Volume 6, document 6.1	2
Environmental Statement - Chapter 15 - Cumulative Effects	Volume 6, document 6.1	0
Environmental Statement - Chapter 16 - Summary of Effects	Volume 6, document 6.1	1
Environmental Statement - Chapter 17 - Abbreviations and Glossary	Volume 6, document 6.1	0
Environmental Statement - Chapter 18 - References	Volume 6, document 6.1	0
Environmental Statement - Chapter 1 - Introduction - Figures	Volume 6, document 6.2	0
Environmental Statement - Chapter 2 - The Scheme and its Surroundings - Figures (Part 1 of 4)	Volume 6, document 6.2	0
Environmental Statement - Chapter 2 - The Scheme and its Surroundings - Figures (Part 2 of 4)	Volume 6, document 6.2	1
Environmental Statement - Chapter 2 - The Scheme and its Surroundings - Figures (Part 3 of 4)	Volume 6, document 6.2	0
Environmental Statement - Chapter 2 - The Scheme and its Surroundings - Figures (Part 4 of 4)	Volume 6, document 6.2	0
Environmental Statement - Chapter 5 - Air Quality - Figures	Volume 6, document 6.2	1

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

<i>(1) Document</i>	<i>(2) Application Document Reference</i>	<i>(3) Revision</i>
Environmental Statement - Chapter 6 - Cultural Heritage - Figures	Volume 6, document 6.2	0
Environmental Statement - Chapter 7 - Landscape and Visual - Figures (Part 1 of 3)	Volume 6, document 6.2	1
Environmental Statement - Chapter 7 - Landscape and Visual - Figures (Part 2 of 3)	Volume 6, document 6.2	0
Environmental Statement - Chapter 7 - Landscape and Visual - Figures (Part 3 of 3)	Volume 6, document 6.2	1
Environmental Statement - Chapter 7 - Landscape and Visual – Figure 7.3.1 – Landscape Character Areas	Volume 6, document 6.2	1
Environmental Statement - Chapter 8 - Biodiversity - Figures	Volume 6, document 6.2	1
Environmental Statement - Chapter 9 - Geology and Soils - Figures	Volume 6, document 6.2	1
Environmental Statement - Chapter 10 - Material Assets and Waste - Figures	Volume 6, document 6.2	0
Environmental Statement - Chapter 11 - Noise and Vibration - Figures	Volume 6, document 6.2	1
Environmental Statement - Chapter 12 - Population and Human Health - Figures	Volume 6, document 6.2	2
Environmental Statement - Chapter 13 - Road Drainage and the Water Environment - Figures	Volume 6, document 6.2	1
Environmental Statement - Chapter 14 - Climate - Figures	Volume 6, document 6.2	0
Environmental Statement - Chapter 15 - Cumulative Effects - Figures	Volume 6, document 6.2	0
Environmental Statement - Appendix 1.1 - Competent Expert Evidence	Volume 6, document 6.3	0

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

<i>(1) Document</i>	<i>(2) Application Document Reference</i>	<i>(3) Revision</i>
Environmental Statement - Appendix 2.1 - Drainage Outfall Methodology Optioneering Report	Volume 6, document 6.3	0
Environmental Statement - Appendix 3.1 - Stage 1 Technical Appraisal Report	Volume 6, document 6.3	0
Environmental Statement - Appendix 3.2 - Scheme Assessment Report	Volume 6, document 6.3	0
Environmental Statement - Appendix 3.3 - Non-motorised User Route Options	Volume 6, document 6.3	0
Environmental Statement - Appendix 4.1 - Major Events Screening Assessment	Volume 6, document 6.3	0
Environmental Statement - Appendix 4.2 - Scoping Comments and Responses	Volume 6, document 6.3	0
Environmental Statement - Appendix 5.1 - Air Quality Modelling Methodology and Verification	Volume 6, document 6.3	0
Environmental Statement - Appendix 5.2 - Human Receptors Backgrounds and Operational Phase Results	Volume 6, document 6.3	0
Environmental Statement - Appendix 5.3 - Designated Habitats Backgrounds and Operational Phase Results	Volume 6, document 6.3	1
Environmental Statement - Appendix 5.4 – Traffic Data	Volume 6, document 6.3	0
Environmental Statement - Appendix 6.1 - Detailed Cultural Heritage Baseline	Volume 6, document 6.3	0
Environmental Statement - Appendix 6.2 - Geophysical Survey Summary Report	Volume 6, document 6.3	0
Environmental Statement - Appendix 6.3 - Archaeological Evaluation Report	Volume 6, document 6.3	0

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

<i>(1) Document</i>	<i>(2) Application Document Reference</i>	<i>(3) Revision</i>
Environmental Statement - Appendix 6.4 - Geophysical Survey Report (2019)	Volume 6, document 6.3	0
Environmental Statement - Appendix 6.5 - Geophysical Survey Report (2021)	Volume 6, document 6.3	0
Environmental Statement - Appendix 6.6 - Archaeological Trial Trench Evaluation Report	Volume 6, document 6.3	0
Environmental Statement - Appendix 6.7 - Archaeological Watching Brief	Volume 6, document 6.3	0
Environmental Statement - Appendix 6.8 - Archaeology and Heritage Outline Mitigation Strategy	Volume 6, document 6.3	2
Environmental Statement - Appendix 7.1 - Landscape and Visual Methodology	Volume 6, document 6.3	0
Environmental Statement - Appendix 7.2 - Landscape Character Baseline	Volume 6, document 6.3	1
Environmental Statement - Appendix 7.3 - Schedule of Landscape Effects	Volume 6, document 6.3	1
Environmental Statement - Appendix 7.4 - Schedule of Visual Effects	Volume 6, document 6.3	0
Environmental Statement - Appendix 7.5 - Preliminary Arboricultural Impact Assessment	Volume 6, document 6.3	0
Environmental Statement - Appendix 7.6 - Outline Landscape and Ecological Management Plan	Volume 6, document 6.3	0
Environmental Statement - Appendix 7.7 - Technical Note Lighting Assessment of Gantry Signage	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1a - Badger Survey Report 2017 - Confidential	Volume 6, document 6.3	0

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

<i>(1) Document</i>	<i>(2) Application Document Reference</i>	<i>(3) Revision</i>
Environmental Statement - Appendix 8.1b - Bat Activity Survey Report 2017	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1c - Botanical Survey Report 2017	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1d - Breeding Bird Community Walkover Survey Report 2017	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1e - Great Crested Newt Survey Report 2017	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1f - Hazel Dormouse Survey Report 2018	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1g - Otter Survey Report 2017 - Confidential	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1h - Phase 1 Habitat Survey Report 2018	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1i - Preliminary Bat Roost Assessment Report 2018	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1j - Reptile Survey Report 2017	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1k - Terrestrial Entomological Walkover Survey Report 2017	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1l - Water Vole Survey Report 2017	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1m - Habitat Verification and Orchid Survey 2020	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1n - Aquatic Ecology Survey Report 2020 - Confidential	Volume 6, document 6.3	0

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

<i>(1) Document</i>	<i>(2) Application Document Reference</i>	<i>(3) Revision</i>
Environmental Statement - Appendix 8.1o - Terrestrial Invertebrate Survey and Southern Damselfly Habitat Assessment 2020	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1p - Preliminary Ecological Appraisal: Proposed Deposition Areas and Compound 2020 - Confidential	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1q - Bat Trapping Survey Report 2021	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1r - Bat Survey Report 2020	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1s - Bat Roost Survey Report 2021	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1t - Water Vole Survey Report 2020	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1u - Badger Survey Report 2021 - Confidential	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1v - Great Crested Newt HSI and eDNA Survey 2021	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1w - White Helleborine Survey 2021	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1x - Otter Survey Report 2021 – Confidential	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1y - Biodiversity Desk Study Report 2021	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1z - UK Hab Survey Report 2022	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.1z2 - White-clawed Crayfish Survey Report	Volume 6, document 6.3	0

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

<i>(1) Document</i>	<i>(2) Application Document Reference</i>	<i>(3) Revision</i>
Environmental Statement - Appendix 8.2 - Biodiversity Net Gain Assessment Report	Volume 6, document 6.3	0
Environmental Statement - Appendix 8.3 - Assessment of Operational Air Quality Impacts on Biodiversity	Volume 6, document 6.3	1
Environmental Statement - Appendix 9.1 - Phase 1 Ground Conditions Assessment (Part 1 of 2)	Volume 6, document 6.3	0
Environmental Statement - Appendix 9.1 - Phase 1 Ground Conditions Assessment (Part 2 of 2)	Volume 6, document 6.3	0
Environmental Statement - Appendix 9.2 - Agricultural Land Classification and Soil Resources	Volume 6, document 6.3	0
Environmental Statement - Appendix 10.1 - Mineral Safeguarding Area Assessment	Volume 6, document 6.3	0
Environmental Statement - Appendix 11.1 - Construction Activities in Noise and Vibration Assessment	Volume 6, document 6.3	0
Environmental Statement - Appendix 11.2 - Receptors Affected by Noise from Construction Traffic Diversion Routes	Volume 6, document 6.3	0
Environmental Statement - Appendix 11.3 - Construction Noise Receptor Results	Volume 6, document 6.3	0
Environmental Statement - Appendix 11.4 - Operational Noise Receptor Results	Volume 6, document 6.3	0
Environmental Statement - Appendix 12.1 - Schedule of Population and Human Health Effects	Volume 6, document 6.3	1
Environmental Statement - Appendix 13.1 - Drainage Strategy Report (Part 1 of 2)	Volume 6, document 6.3	0

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

<i>(1) Document</i>	<i>(2) Application Document Reference</i>	<i>(3) Revision</i>
Environmental Statement - Appendix 13.1 - Drainage Strategy Report (Part 2 of 2)	Volume 6, document 6.3	0
Environmental Statement - Appendix 13.2 - Hydrogeological Risk Assessment	Volume 6, document 6.3	1
Environmental Statement - Appendix 14.1 - Construction Greenhouse Gas Assessment Calculations	Volume 6, document 6.3	1
Environmental Statement - Appendix 14.2 - Operational Greenhouse Gas Assessment Calculations	Volume 6, document 6.3	1
Environmental Statement - Appendix 14.3 - Greenhouse Gas Benchmarking	Volume 6, document 6.3	0
Environmental Statement - Appendix 14.4 - Climate Projections Data	Volume 6, document 6.3	0
Environmental Statement - Appendix 15.1 - Long list of Cumulative Developments	Volume 6, document 6.3	0
Environmental Statement - Appendix 15.2 - Short list of Cumulative Developments	Volume 6, document 6.3	0
Environmental Statement - Appendix 6.4 - Geophysical Survey Report (2019)	Volume 6, document 6.3	0
Environmental Statement - Non-Technical Summary	Volume 6, document 6.4	2