

SCHEDULES

SCHEDULE 13

PROTECTIVE PROVISIONS

PART 2

FOR THE PROTECTION OF NATIONAL GRID

Application

22. The following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Interpretation

23.—(1) In this part of this Schedule—

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

“apparatus” means any mains, pipes or other apparatus belonging to or maintained by the statutory undertaker, any replacement apparatus and such other apparatus constructed under the powers conferred by this Order that becomes operational apparatus of the statutory undertaker for the purposes of gas transmission, distribution or supply and includes any structure in which apparatus is or is to be lodged or which gives or is to give access to apparatus;

“authorised works” has the same meaning as “authorised development” in article 2 (interpretation), and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works;

“functions” includes powers and duties;

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

“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;

“the statutory undertaker” means National Grid or any of its entities including National Grid Gas plc as gas transporter within the meaning of Part 1 of the Gas Act 1986⁽¹⁾ with an interest in the Order land or in apparatus in the Order land.

(2) Nothing in this Part of this Schedule prevents the carrying out of environmental (including archaeological) investigations or site or soil surveys immediately upon this Order coming into force.

(1) 1986 c. 44.

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24. Except for paragraphs 25 (apparatus in stopped up streets), 30 (retained apparatus), 31 (expenses) and 32 (indemnity) which apply in respect of the exercise of any power under this Order, this Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the statutory undertaker are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of statutory undertaker in stopped up streets

25.—(1) Without limitation on the scope of any other protection afforded to the statutory undertaker elsewhere in this Order, where any street is stopped up under the powers conferred by this Order, if the statutory undertaker has apparatus in the street or accessed via that street the statutory undertaker is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to the statutory undertaker, or procure the granting to the statutory undertaker of, legal easements reasonably satisfactory to the statutory undertaker in respect of such apparatus and access to it prior to the stopping up of any such street.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by this Order, the statutory 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.

Protective works to buildings

26.—(1) The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of the statutory undertaker and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of the statutory undertaker or any interruption in the supply of gas by the undertaker is caused, the undertaker must bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring the supply; and, subject to sub-paragraph (2), must—

- (a) pay compensation to the statutory undertaker for any loss sustained by it; and
- (b) indemnify the statutory undertaker against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by the statutory undertaker, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of the statutory undertaker or its contractors or workforce; and the statutory undertaker must give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise of it is to be made, except in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving it an opportunity to make representations as to the claim or demand.

Acquisition of land

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

(2) As a condition of agreement under sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between the statutory undertaker

and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other interest of the statutory undertaker, or affects the provisions of any enactment or agreement regulating the relations between the undertaker and the statutory undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as the statutory undertaker reasonably requires enter into such deeds of consent, crossing agreements, variations to existing deeds of easements, agreements or such other legal interests in favour of the statutory undertaker or grant such new deeds of grant (upon such terms and conditions as may be agreed between the statutory undertaker and the undertaker acting reasonably and which must be no less favourable on the whole to the statutory undertaker unless otherwise agreed by the statutory undertaker acting reasonably) in order to vary, amend or replace the existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the other terms of this Part of this Schedule; and it is the responsibility of the undertaker to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) 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 the statutory undertaker or other enactments relied upon by the statutory undertaker as of right or other use in relation to the apparatus then the provisions in this Part of this Schedule prevail.

Removal of apparatus

28.—(1) If, in the exercise of the agreement reached in accordance with paragraph 27, or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of the statutory 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 statutory undertaker in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the statutory undertaker 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order the statutory undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the statutory undertaker to its reasonable satisfaction (taking into account paragraph 29(1)) the necessary facilities and rights—

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

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the statutory undertaker must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

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(4) Any alternative apparatus to be constructed in land of or 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 the statutory undertaker and the undertaker (both acting reasonably).

(5) The statutory undertaker must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to the statutory 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.

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker and agreed with the statutory undertaker under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to the statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the matter must be referred to arbitration in accordance with paragraph 36, and the arbitrator must make such provision for the payment of compensation by the undertaker to the statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

30.—(1) Not less than 56 days before the commencement of any authorised works that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 28(2) or otherwise, the undertaker must submit to the statutory undertaker a plan of the works to be executed.

(2) In relation to works which will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus, or (wherever situated) impose any load directly upon any apparatus or involve embankment works within 15 metres of any apparatus or in the case of demolition works, any demolition works within 150 metres of any apparatus, the removal of which has not been required by the undertaker under paragraph 28(2) or otherwise, the undertaker must submit to the statutory undertaker the plan to be submitted to the undertaker under sub-paragraph (1) which must include a method statement describing—

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

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until the statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the statutory undertaker required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7);

(b) must not be unreasonably withheld; and

(c) is subject to the approval process contained in paragraph 37.

(5) In relation to any work to which sub-paragraphs (1) and (2) apply, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must be executed only in accordance with the plan approved under this paragraph, as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5) or (7) by the statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker is entitled to watch and inspect the execution of those works.

(7) Where the statutory undertaker requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, including any measures or schemes required and approved as part of the plan approved under this paragraph, must be carried out to the statutory undertaker's reasonable satisfaction prior to the carrying out of any authorised works (or any relevant part of them) for which protective works are required and the statutory undertaker must give 56 days' notice of such works from the date of submission of a plan under this paragraph (except in an emergency).

(8) If the statutory undertaker in accordance with sub-paragraph (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 22 to 24 and 27 to 29 apply as if the removal of the apparatus had been required by the undertaker under paragraph 28(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the 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.

(10) The undertaker is not 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 the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must—

(a) comply with sub-paragraphs (5), (6) and (7) in so far as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with the statutory undertaker's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

Expenses

31.—(1) Subject to the following provisions, the undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably anticipated or incurred by the statutory

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undertaker 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 works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that the statutory undertaker uses compulsory purchase powers to acquire any necessary rights under paragraph 28(3) all costs incurred as a result of such action;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this part of this Schedule.

(2) 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 is to 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 46 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the statutory undertaker by virtue of sub-paragraph (1) is to be reduced by the amount of that excess except where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs must 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 is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to the statutory 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 statutory 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.

Indemnity

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

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

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

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, 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 the statutory undertaker as an assignee, transferee or lessee of the undertaker with the benefit of the Order under section 156 of the 2008 Act or article 7 (consent to transfer benefit of order) subject to the condition that once such works become apparatus, any authorised works yet to be executed and not falling within this sub-paragraph are to be subject to the full terms of this Part of this Schedule.

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

Ground subsidence monitoring scheme in respect of Undertaker's apparatus

33.—(1) No works within the distances set out in the statutory undertaker's specification for "Safe Working in the Vicinity of National Grid High Pressure Gas Pipelines and Associated Installations – Requirements for Third Parties" (SSW22) which are capable of interfering with or risking damage to the statutory undertaker's apparatus or alternative apparatus are to commence until a scheme

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for monitoring ground subsidence (referred to in this paragraph as “the monitoring scheme”) has been submitted to and approved by the statutory undertaker, such approval not to be unreasonably withheld or delayed.

(2) The monitoring scheme must set out—

- (a) the apparatus which is to be subject to such monitoring;
- (b) the extent of land to be monitored;
- (c) the manner in which ground levels are to be monitored;
- (d) the timescales of any monitoring activities; and
- (e) the extent of ground subsidence which, if exceeded, requires the undertaker to submit for the statutory undertaker’s approval a ground subsidence mitigation scheme in respect of such subsidence in accordance with sub-paragraph (3).

(3) The monitoring scheme required by sub-paragraphs (1) and (2) must be submitted not less than 56 days before the commencement of any authorised works which sub-paragraph (1) applies. Any requirements of the statutory undertaker must be notified within 28 days of receipt of the monitoring scheme. The monitoring scheme must be implemented as approved, unless otherwise agreed in writing with the statutory undertaker.

(4) As soon as reasonably practicable after any ground subsidence identified by the monitoring activities set out in the monitoring scheme has exceeded the level described in sub-paragraph (2)(e), a scheme setting out necessary mitigation measures (if any) for such ground subsidence (referred to in this paragraph as a “mitigation scheme”) must be submitted to the statutory undertaker for approval, such approval not to be unreasonably withheld or delayed; and any mitigation scheme must be implemented as approved, unless otherwise agreed in writing with the statutory undertaker except that the statutory undertaker retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and may recover any such costs in accordance with paragraph 31.

Co-operation

34.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker or the statutory undertaker requires the removal of apparatus under paragraph 28(2) or the statutory undertaker makes requirements for the protection or alteration of apparatus under paragraph 29, the undertaker must use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the statutory undertaker’s undertaking and the statutory undertaker must use its reasonable endeavours to co-operate with the undertaker for that purpose.

(2) Whenever the statutory undertaker’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

35. If in consequence of any agreement reached in accordance with paragraph 27(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable the statutory undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

36. Except for differences or disputes arising under paragraph 28(2), 28(4), 29(1) and 30 any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by arbitration in accordance with article 46 (arbitration).

Approval process

37.—(1) Within 42 days (or such longer period as the parties may agree) following receipt of any plans submitted to the statutory undertaker under paragraphs 28 or 30 the statutory undertaker must respond to the undertaker either—

- (a) confirming that it has no objection to the plans; or
- (b) specifying its objections to the plans and (at the statutory undertaker's discretion) suggesting any changes which in its opinion are needed in order to remove the objections or specifying further information which it requires in order to assess the plans.

(2) If the statutory undertaker fails to respond to the undertaker within 42 days (or such longer period as the parties may have agreed or agree) and provided that there has been compliance with sub-paragraph (4) the statutory undertaker is deemed to have confirmed that it has no objection to the said plans.

(3) When submitting the plans to the statutory undertaker for the purposes of paragraph 28 or 30 the undertaker must send the plans to the statutory undertaker (in hard copy only) by recorded post to National Grid Plant Protection, Brick Kiln Street, Hinckley, Leicestershire, LE10 0NA and the registered office of the statutory undertaker (or such other address as the statutory undertaker may notify the undertaker in writing from time to time) and clearly bearing the name of the project, contact details for responses and citing the relevant periods for response specified in this Part of this Schedule. In the event that the undertaker has not received a response from the statutory undertaker in accordance with the requirements of this Part of this Schedule within 21 days of submission of the plans, the undertaker must issue a written reminder to the statutory undertaker by recorded post to the addresses specified above and must otherwise use reasonable endeavours to make contact with the statutory undertaker to solicit a response to the draft plans.

Approval of requirements

38.—(1) The undertaker must—

- (a) not without the prior approval of the statutory undertaker (such approval not to be unreasonably withheld or delayed) submit or permit the submission of any plans, details, schemes, reports, arrangements, measures or programmes to the relevant planning authority under any requirement in Schedule 2 (requirements) that relate in whole or in part to any matter that affects or may affect the statutory undertaker's apparatus including any alternative apparatus or in respect of any protective works required in connection with the statutory undertaker's apparatus under this Part of this Schedule;
- (b) provide the statutory undertaker with copies of such plans, details, schemes, reports, arrangements, measures or programmes prior to submission to the relevant planning authority and take into account and incorporate any reasonable comments of the statutory undertaker; and
- (c) keep the statutory undertaker informed of the details of all material discussions and negotiations with the relevant planning authority relating to such plans, details, schemes, reports, arrangements, measures or programmes and give the statutory undertaker reasonable prior written notice of any meetings with the relevant planning authority

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relating to such matters and not object to the statutory undertaker and its consultants attending those meetings.