

SCHEDULES

SCHEDULE 1

Articles 2 and 4

AUTHORISED DEVELOPMENT

Commencement Information

II Sch. 1 in force at 21.5.2020, see [art. 1](#)

In the administrative area of East Suffolk Council

A development which, in accordance with a direction made by the Secretary of State for Transport on 22 March 2016 under section 35 of the 2008 Act, is development for which development consent is required, and associated development within the meaning of section 115(2) of the 2008 Act, comprising—

Work No. 1 – as shown on sheets 1 and 2 of the works plans and being the construction of new highway comprising—

- (a) Work No. 1A
 - (i) the construction of new highway comprising carriageway and cycleway and forming the new bridge northern approach;
 - (ii) the construction of a new roundabout, together with related approach roads and adjacent cycleways;
 - (iii) the construction of earth embankments supporting the new highway;
 - (iv) the construction of a building to accommodate electrical plant and the installation of electrical apparatus; and
 - (v) associated landscaping.
- (b) Work No. 1B
 - (i) the construction of new highway comprising carriageway and cycleway;
 - (ii) the construction of a bridge deck supporting the new highway;
 - (iii) the construction of an abutment and pier supporting the new bridge deck;
 - (iv) the construction of piles and pile caps supporting the abutment and pier; and
 - (v) the construction of new private means of access as shown on sheet 1 of the rights of way and access plans.
- (c) Work No. 1C
 - (i) the construction of new highway comprising carriageway and cycleway;
 - (ii) the construction of a bridge deck supporting the new highway;
 - (iii) the construction of piers supporting the new bridge deck;
 - (iv) the construction of piles and pile caps supporting the piers; and

Changes to legislation: *There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)*

- (v) the construction of new private means of access as shown on sheet 1 of the rights of way and access plans.
- (d) Work No. 1D
 - (i) the construction of new highway comprising carriageway and cycleway;
 - (ii) the construction of a bridge deck supporting the new highway;
 - (iii) the construction of piers within the watercourse supporting the new bridge deck;
 - (iv) the construction of piles and pile caps within the watercourse supporting the piers and fendering;
 - (v) the construction of an opening section of bridge and associated barriers and signage; and
 - (vi) the construction of fendering within the watercourse.
- (e) Work No. 1E
 - (i) the construction of new highway comprising carriageway and cycleway and forming the new bridge southern approach;
 - (ii) the construction of a bridge deck supporting the new highway;
 - (iii) the construction of abutments and piers supporting the new bridge deck;
 - (iv) the construction of piles and pile caps supporting the abutments and piers;
 - (v) the construction of earth embankment with retaining walls to support the new highway;
 - (vi) the construction of new private means of access as shown on sheet 2 of the rights of way and access plans; and
 - (vii) the improvement of existing highways, including realignment, to facilitate tie-ins to Work No. 2.

Work No. 2 – as shown on sheet 2 of the works plans and being the alteration of the existing highway comprising—

- (a) the construction of a new roundabout, together with related approach roads and adjacent cycleways;
- (b) the improvement of existing highways, including realignment, to facilitate tie-ins to the works referred to at paragraph (a) above and the construction of new private means of access to premises as shown on sheet 2 of the rights of way and access plans; and
- (c) construction of new turning head on Durban Road and provision of adjacent cycleway.

Work No. 3 – as shown on sheet 1 of the works plans and comprising—

- (a) the improvement of existing highways and the provision of new cycleways, including the realignment of existing highways to facilitate tie-ins to Work No. 1A; and
- (b) the construction of new private means of access as shown on sheet 1 of the rights of way and access plans.

Work No. 4 – as shown on sheet 2 of the works plans and being the construction of new highway comprising carriageway and cycleway and including the construction of a new turning head, to provide access to existing premises including the construction of new private means of access to premises as shown on sheet 2 of the rights of way and access plans.

Work No. 5 – as shown on sheet 2 of the works plans and comprising—

- (a) the construction of new highway comprising carriageway and cycleway to provide access to existing premises including the construction of new private means of access to premises as shown on sheet 2 of the rights of way and access plans; and
- (b) the improvement of existing highways, including realignment, to facilitate tie-ins to the existing highway network and Work No.4 and the construction of new private means of access to premises as shown on sheet 2 of the rights of way and access plans.

Work No. 6 – as shown on sheet 2 of the works plans and being the construction of a new control tower building area for the new bridge comprising—

- (a) the construction of a new control tower building for the operation of the lifting section of the new bridge;
- (b) the construction of a new electrical substation and plant room; and
- (c) the construction of new highway to provide a new access road and parking facilities for the new control tower building and electrical substation and plant room referred to in paragraphs (a) and (b), and to accommodate the new private means of access being as shown on sheet 2 of the rights of way and access plans.

Work No. 7 – as shown on sheet 2 of the works plans and being the construction of a new mooring within Lowestoft Harbour.

And for the purposes of or in connection with the construction of any of the works and other development mentioned above, ancillary or related development which does not give rise to any materially new or materially different effects than those assessed in the environmental statement, consisting of—

works within highways, including—

- (a) alteration of the layout of any street permanently or temporarily, including increasing the width of the carriageway of any street by reducing the width of any kerb, footway, cycleway, or verge within the street; and altering the level or increasing the width of any such kerb, footway, cycleway or verge within the street, works for the strengthening, improvement, repair, maintenance or reconstruction of any street;
- (b) street works, including breaking up or opening a street, or any sewer, drain or tunnel under it, and tunnelling or boring under a street;
- (c) relocation or provision of new road traffic signs, signals, street lighting and carriageway lane markings; and
- (d) works to place, alter, remove or maintain street furniture or apparatus (including statutory undertakers' apparatus) in, under or above a street, including mains, sewers, drains, pipes, cables, cofferdams, lights, fencing and other boundary treatments;

works within Lake Lothing (to the extent they are situated within the Order limits) to—

- (e) alter, clean, modify, dismantle, refurbish, reconstruct, remove, relocate or replace any work or structure (including lake walls);

- (f) carry out excavations and clearance, deepening, scouring, cleansing, dumping and pumping operations;
- (g) carry out dredging, which may include such dredging works as may be required to provide side slopes or otherwise secure the dredged area against siltation, scouring or collapse;
- (h) use, appropriate, sell, deposit or otherwise dispose of any materials (including liquids but excluding any wreck within the meaning of the Merchant Shipping Act 1995 ^{M1}) obtained in carrying out any such operations;
- (i) remove and relocate any vessel or structure sunk, stranded, abandoned, moored or left (whether lawfully or not);
- (j) temporarily remove, alter, strengthen, interfere with, occupy and use the banks, bed, foreshore, waters and walls of the lake;
- (k) construct, place and maintain works and structures including piled fenders, protection piles and cofferdams; and
- (l) provide lighting, signage and aids to navigation;

Marginal Citations

M1 1995 c. 21.

Marginal Citations

M1 1995 c. 21.

other works and development—

- (m) for the strengthening, alteration or demolition of any building;
- (n) to place, alter, divert, relocate, protect, remove or maintain services, plant and other apparatus and equipment belonging to statutory undertakers, utility companies and others in, under or above land, including mains, sewers, drains, pipes, cables, lights, cofferdams, fencing and other boundary treatments including bollards;
- (o) ramps, steps, footpaths, footways, cycle tracks, cycleways, bridleways, equestrian tracks, non-motorised user routes or links, byways open to all traffic and crossing facilities;
- (p) embankments, viaducts, bridges, aprons, abutments, shafts, foundations, retaining walls, drainage works, outfalls, pollution control devices, pumping stations, culverts, wing walls, fire suppression system water tanks and associated plant and equipment, highway lighting and fencing;
- (q) settlement mitigation measures for the benefit or protection of, or in relation to, any land, building or structure, including monitoring and safeguarding of existing infrastructure, utilities and services affected by the authorised development;
- (r) to alter the course of, or otherwise interfere with, navigable or non-navigable watercourses;
- (s) landscaping, noise barriers, works associated with the provision of ecological mitigation, and other works to mitigate any adverse effects of the construction, operation or maintenance of the authorised development;
- (t) areas of hard or soft landscaping works, or public realm, at various locations adjacent to the proposed highway and associated works;

- (u) site preparation works, site clearance (including fencing and other boundary treatments, vegetation removal, works of demolition, including demolition of existing structures, and the creation of alternative highways or footpaths) and earthworks (including soil stripping and storage and site levelling);
- (v) construction compounds and working sites, temporary structures, storage areas (including storage of spoil 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;
- (w) service compounds, plant and equipment rooms, offices, staff mess rooms, welfare facilities, and other ancillary and administrative accommodation;
- (x) for the benefit or protection of the authorised development; and
- (y) 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 4

REQUIREMENTS

PART 1

REQUIREMENTS

Interpretation

1. In this Schedule—

“county planning authority” means Suffolk County Council in its role as county planning authority for the county of Suffolk under section 1(1)(a) of the 1990 Act^{M2};

“drainage strategy” means the document of that description as referenced in Schedule 14 (documents to be certified) certified by the Secretary of State as the drainage strategy for the purposes of this Order and which sets out the principles for the design and mitigation measures associated with the drainage of the authorised development;

“ground investigation report” means the document of that description as referenced in Schedule 14 (documents to be certified) certified by the Secretary of State as the ground investigation report for the purposes of this Order;

“highway lighting plan” means the document of that description as referenced in Schedule 14 (documents to be certified) certified by the Secretary of State as the highway lighting plan for the purposes of this Order and which set out the proposed highway lighting to be implemented as part of the authorised development;

“interim code of construction practice” means the document of that description as referenced in Schedule 14 (documents to be certified) certified by the Secretary of State as the code of construction practice for the purposes of this Order and which sets a framework to control impacts arising from construction of the authorised development;

“landscaping plans” means the plans of that description as referenced in Schedule 14 (documents to be certified) certified by the Secretary of State as the landscaping plans for the

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purposes of this Order and which set out the principles for the proposed landscaping to be implemented as part of the authorised development;

“new bridge operating signals risk assessment” means the document of that description as referenced in Schedule 14 (documents to be certified) certified by the Secretary of State as the new bridge operating signals risk assessment for the purposes of this Order;

“piling works risk assessment” means the document of that description as referenced in Schedule 14 (documents to be certified) certified by the Secretary of State as the piling works risk assessment for the purposes of this Order;

“scheme-wide written scheme of investigation” means the document of that description as referenced in Schedule 14 (documents to be certified) certified by the Secretary of State as the scheme-wide written scheme of investigation for the purposes of this Order and which sets out the framework to control the impacts of the authorised development on heritage assets; and

“transport assessment” means the document of that description as referenced in Schedule 14 (documents to be certified) certified by the Secretary of State as transport assessment for the purposes of this Order and which sets out an assessment of the impact of the Scheme on the surrounding highway network.

Commencement Information

I2 Sch. 2 para. 1 in force at 21.5.2020, see [art. 1](#)

Marginal Citations

M2 1990 c. 8.

Time limit for commencement of the authorised development

2. The authorised development must commence within 5 years of the date on which this Order comes into force.

Commencement Information

I3 Sch. 2 para. 2 in force at 21.5.2020, see [art. 1](#)

Design of the authorised development

3.—(1) The authorised development must be designed and implemented in general accordance with the general arrangement plans.

(2) Prior to the commencement of the authorised development the undertaker must submit to the county planning authority a final version of the design guidance manual for approval.

(3) The county planning authority must consult the local planning authority before approving the final version of the design guidance manual under sub-paragraph (2).

(4) The final version of the design guidance manual submitted under sub-paragraph (2) must be in accordance with the interim design guidance manual.

(5) The authorised development must be designed and implemented in accordance with the final version of the design guidance manual approved under sub-paragraph (2).

(6) No part of the authorised development which comprises the construction or improvement of a highway may commence until written details of those works have been submitted to and approved by the county planning authority.

- (7) For the purposes of paragraph (6) “written details” means—
- (a) highway cross-sections and long sections;
 - (b) details of earthworks, pavement construction, materials, carriageway layout, footways and cycleways, road restraints, road markings, traffic signs, traffic signals, crossing facilities, and street lighting;
 - (c) details of approach ramps, engineered fill, retaining structures, piles and foundations where those details have not already been submitted by the undertaker to the county planning authority as part of a scheme bridge approval in principle report pursuant to Volume 1 Section 1 Part BD2/12 (Technical Approval of Highways Structures) of Highways England's Design Manual for Roads and Bridges; and
 - (d) any other details requested by the county planning authority prior to or within 14 days of receiving a submission by the undertaker under paragraph (6).

Commencement Information

I4 Sch. 2 para. 3 in force at 21.5.2020, see [art. 1](#)

Code of construction practice

4.—(1) No part of the authorised development may commence until a code of construction practice for that part of the authorised development has been submitted to the county planning authority by the undertaker following consultation with the Environment Agency, the harbour authority and the local planning authority and the submitted code of construction practice has been approved by the county planning authority.

(2) Any code of construction practice produced under sub-paragraph (1) must be in accordance with the interim code of construction practice.

(3) The authorised development must be carried out in accordance with the code of construction practice produced under sub-paragraph (1).

Commencement Information

I5 Sch. 2 para. 4 in force at 21.5.2020, see [art. 1](#)

Landscaping scheme

5.—(1) No part of the authorised development may commence until a written landscaping scheme for the authorised development has been submitted to the county planning authority by the undertaker following consultation with the local planning authority and the written landscaping scheme has been approved in writing by the county planning authority.

(2) Any landscaping scheme prepared under sub-paragraph (1) must be in general accordance with the landscaping plans and set out details of all proposed hard and soft landscaping works, including—

- (a) location, number, species, size and planting density of any proposed planting;
- (b) cultivation, importing of materials and other operations to ensure plant establishment;
- (c) proposed finished ground levels;
- (d) hard surfacing materials;
- (e) ecological areas;

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- (f) details of any existing trees to be retained;
- (g) details of the maintenance regime for the landscaping scheme; and
- (h) implementation timetables for all landscaping works.

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

Commencement Information

I6 Sch. 2 para. 5 in force at 21.5.2020, see [art. 1](#)

Surface water drainage

6.—(1) No part of the authorised development which comprises any part of a surface water drainage system may commence until written details of that surface water drainage system have been submitted to the county planning authority by the undertaker following consultation with the local planning authority, the harbour authority and the surface water drainage system has been approved in writing by the county planning authority.

(2) The surface water drainage system submitted for approval by the county planning authority under sub-paragraph (1) must be in accordance with the drainage strategy.

(3) The surface water drainage system must be constructed in accordance with the approved details referred to in sub-paragraph (1).

Commencement Information

I7 Sch. 2 para. 6 in force at 21.5.2020, see [art. 1](#)

Highways lighting

7.—(1) No part of the authorised development may commence until a written scheme of the proposed highway lighting to be provided for that part of the authorised development has been submitted to the county planning authority by the undertaker following consultation with the local planning authority and the harbour authority and the written scheme of the proposed highway lighting for that part of the authorised development has been approved in writing by the county planning authority.

(2) The written scheme of proposed highway lighting submitted for approval by the county planning authority under sub-paragraph (1) must be in accordance with the highway lighting plan.

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

(4) Nothing in this requirement restricts lighting of the authorised development during its construction or where temporarily required for maintenance.

Commencement Information

I8 Sch. 2 para. 7 in force at 21.5.2020, see [art. 1](#)

Contaminated land and groundwater

- 8.—(1) The undertaker must carry out further ground investigation surveys—
- (a) as near as reasonably practicable to boreholes BHC06 and BHC101 referred to in the ground investigation report, prior to the commencement of the construction of Work No. 1E; and
 - (b) of land within the limits of deviation of Work No. 5, prior to the commencement of the construction of Work No. 5.
- (2) In the event that contaminated land, including groundwater—
- (a) which was not previously identified in the environmental statement is found at any time when carrying out the authorised development; or
 - (b) is encountered following the further ground investigation of boreholes BHC06 and BHC101 referred to in the ground investigation report carried out under sub-paragraph (1) (a); or
 - (c) is encountered whilst following the further ground investigation within the limits of deviation of Work No. 5 carried out under sub-paragraph (1)(b),

it must be reported as soon as reasonably practicable to the county planning authority, the local planning authority, the Environment Agency, and, in the event of any contaminated land, including groundwater, being found within Lowestoft Harbour, the harbour authority.

(3) As soon as reasonably practicable (and in any event not later than 30 days) following the submission of a report pursuant to sub-paragraph (1), the undertaker must submit for approval a scheme to the county planning authority setting out how the nature and extent of contamination on site will be assessed by way of an investigation and risk assessment.

(4) The undertaker must implement the approved scheme and upon completion of it submit for approval to the county planning authority a written report of the findings of the scheme.

(5) If the county planning authority determines, following receipt of the report submitted by the undertaker pursuant to sub-paragraph (4), that remediation of the contaminated land is necessary, a written scheme and programme for the remedial measures to be taken to render the land fit for its intended purpose, must be submitted for approval by the county planning authority.

(6) Remediation must be carried out in accordance with the scheme approved under sub-paragraph (5).

(7) Following completion of the remediation carried out pursuant to sub-paragraph (5), a verification report that demonstrates the effectiveness of the remediation carried out must be submitted to the county planning authority for approval.

(8) In this paragraph, where approval or determination is sought by the undertaker from the county planning authority, before giving any approval or determination the county planning authority must consult with the local planning authority, the Environment Agency and, where the approval or determination relates to matters within Lowestoft Harbour, the harbour authority.

Commencement Information

19 Sch. 2 para. 8 in force at 21.5.2020, see [art. 1](#)

Mooring

9. The new bridge must not be opened for traffic until Work No. 7 has been made available for use by recreational vessels.

Commencement Information

I10 Sch. 2 para. 9 in force at 21.5.2020, see [art. 1](#)

Written schemes of investigation

10. The authorised development must be carried out in accordance with the scheme-wide written scheme of investigation.

Commencement Information

I11 Sch. 2 para. 10 in force at 21.5.2020, see [art. 1](#)

Navigation risk assessment

11.—(1) Prior to commencement of construction of the new bridge and following consultation with the harbour authority, the undertaker must undertake a vessel simulation which takes account of the final design of the new bridge.

(2) Prior to commencement of construction of the new bridge and following consultation with the harbour authority and the PMSC Stakeholder Group, the undertaker must update the preliminary navigation risk assessment to take account of the final design and construction methodology of the new bridge and, in doing so, must use the results of the vessel simulation carried out under sub-paragraph (1).

(3) Following the update of the preliminary navigation risk assessment carried out pursuant to sub-paragraph (2), the undertaker must submit the updated navigation risk assessment to the harbour authority for its approval, which must not be unreasonably withheld.

(4) Following construction of the new bridge the harbour authority must incorporate the updated navigation risk assessment approved by it under sub-paragraph (3) into the wider navigational risk assessments relating to Lowestoft Harbour.

(5) The construction and operation of the new bridge must be carried out in accordance with the updated navigation risk assessment approved under sub-paragraph (3) and, subject to sub-paragraph (6), in accordance with any further updated navigation risk assessment prepared by the harbour authority in consequence of sub-paragraph (4).

(6) The obligation under sub-paragraph (5) to operate the new bridge in accordance with any further updated navigation risk assessment prepared by the harbour authority in consequence of sub-paragraph (4) is subject to the terms of a determination under article 62 of any dispute between the undertaker and the harbour authority that may arise relating to that further updated navigation risk assessment.

(7) Article 62 applies to any dispute arising under this paragraph between the undertaker and the harbour authority in place of the provisions of Part 2 of this Schedule.

Commencement Information

I12 Sch. 2 para. 11 in force at 21.5.2020, see [art. 1](#)

Traffic mitigation

12.—(1) The authorised development must not be opened for traffic until the undertaker has carried out and completed the following works—

- (a) the installation of equipment to adapt traffic signals at the junction of the existing A12 Tom Crisp Way and the existing Blackheath Road;
- (b) the widening of the existing Peto Way approach to the existing A1117 Normanston Drive/Peto Way roundabout; and
- (c) the widening of the left turn kerb radius at the existing Kimberley Road for traffic turning left into that road from the existing B1531 Waveney Drive, at the existing Kimberly Road/B1531 Waveney Drive junction.

(2) The works required by sub-paragraph (1) must not commence until written details of the works have been submitted to and approved by the county planning authority, following consultation with the local planning authority.

(3) The undertaker must not utilise the power under article 53 and Schedule 11 to make provision for the prohibition of motorised vehicles on the existing Durban Road except for emergency vehicles and the motorised vehicles of owners, occupiers and visitors to No 1b Durban Road, as shown on sheet 1 of the traffic regulation measures plans (clearways and prohibitions), until it has exercised the powers under article 53 and Schedule 11 to make provision for no waiting at any time and no loading or unloading at any time as shown on sheet 3 of the traffic regulation measures plans (clearways and prohibitions).

(4) The undertaker must, in 2027 and 2037, undertake a review of the performance of the junctions described as junctions 6, 18 and 22 in the transport assessment.

(5) Following completion of each of the reviews required by sub-paragraph (4), the undertaker must submit for approval a report of that review to the county planning authority.

(6) Upon receipt of that report, the county planning authority must, within 8 weeks of receiving a report under sub-paragraph (5) determine—

- (a) if any remedial measures are required at any of the junctions listed in sub-paragraph (4) having regard to the expected performance of these junctions in 2037 set out in the transport assessment; and
- (b) whether such remedial measures must be carried out by the undertaker.

(7) If the county planning authority determines that the undertaker must implement those remedial measures, the undertaker must implement them.

Commencement Information

I13 Sch. 2 para. 12 in force at 21.5.2020, see [art. 1](#)

Piling works risk assessment

13.—(1) No piling work to be carried out as part of the authorised development may be undertaken until the undertaker has submitted an update to the piling works risk assessment for approval to the Environment Agency.

(2) Any piling work to be carried out as part of the authorised development must be undertaken in accordance with the recommendations of the updated piling works risk assessment approved under sub-paragraph (1).

Commencement Information

I14 Sch. 2 para. 13 in force at 21.5.2020, see [art. 1](#)

New bridge operating signals

14. The operating signals of the new bridge must be operated in accordance with the new bridge operating signals assessment or any update to that assessment as may be submitted to and approved by the county planning authority.

Commencement Information

I15 Sch. 2 para. 14 in force at 21.5.2020, see [art. 1](#)

Amendment to approved details

15. With respect to any requirement which requires the authorised development to be carried out in accordance with the details approved under this Part of this Schedule, the approved details are taken to include any amendments that may subsequently be approved in writing by the body responsible for approving the details for that requirement, following consultation by the undertaker with the Environment Agency, the harbour authority or the local planning authority (where required to do so by the requirement) and the undertaker demonstrating to the body responsible that the amended details would not give rise to any materially new or materially different environmental effects than those assessed in the environmental statement.

Commencement Information

I16 Sch. 2 para. 15 in force at 21.5.2020, see [art. 1](#)

PART 2

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Interpretation

- 16.** In this Part of this Schedule, “discharging authority” means—
- (a) any body responsible for giving any consent, agreement or approval required by a requirement included in Part 1 of this Schedule, or for giving any consent, agreement or approval further to any document referred to in any such requirement; or
 - (b) the local planning authority in the exercise of its functions set out in sections 60 and 61 of the Control of Pollution Act 1974 ^{M3}.

Commencement Information

I17 Sch. 2 para. 16 in force at 21.5.2020, see [art. 1](#)

Marginal Citations

M3 1974 c. 40.

Applications made under requirements

17.—(1) Where an application has been made to the discharging authority for any consent, agreement or approval required by a requirement (including agreement or approval in respect of part of a requirement) contained in Part 1 of this Schedule, or a document referred to by a requirement, the discharging authority must give notice to the undertaker of the discharging authority's decision on the application with a period of 8 weeks beginning with—

- (a) the day immediately following that on which the application is received by the discharging authority;
- (b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 18; or
- (c) such longer period as may be agreed between the parties.

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

(3) In determining any application made to the discharging authority for any consent, agreement or approval required by a requirement contained in Part 1 of this Schedule, the discharging authority may—

- (a) give or refuse its consent, agreement or approval; or
- (b) give its consent, agreement or approval subject to reasonable conditions,

and where consent, agreement or approval is refused or granted subject to conditions the discharging authority must provide its reasons for that decision with the notice of the decision.

Commencement Information

I18 Sch. 2 para. 17 in force at 21.5.2020, see [art. 1](#)

Further information regarding requirements

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

(2) If the discharging authority considers that further information is necessary and the requirement concerned contained in Part 1 of this Schedule does not specify that consultation with a consultee is required, the discharging authority must, within 10 business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement concerned contained in Part 1 of this Schedule specifies that consultation with a consultee is required, the discharging authority must issue the application to the consultee within five business days of receipt of the application, and notify the undertaker in writing specifying any further information requested by the consultee within five business days of receipt of such a request.

(4) If the discharging authority does not give the notification within the period specified in sub-paragraph (2) or (3) it (and the consultee, as the case may be) is deemed to have sufficient information to consider the application and is not entitled to request further information without the prior agreement of the undertaker.

Commencement Information

I19 Sch. 2 para. 18 in force at 21.5.2020, see [art. 1](#)

Appeals

19.—(1) Where the undertaker makes an application to the discharging authority, the undertaker may appeal to the Secretary of State in the event that—

- (a) the discharging authority refuses an application for any consent, agreement or approval required by—
 - (i) a document referred to in Part 1 of this Schedule; or
 - (ii) a document referred to in any requirement contained in Part 1 of this Schedule;
 - (b) the discharging authority grants an application subject to conditions;
 - (c) the discharging authority issues a notice further to sections 60 or 61 of the Control of Pollution Act 1974;
 - (d) on receipt of a request for further information pursuant to paragraph 18 of this Part of this Schedule, the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not necessary for consideration of the application; or
 - (e) on receipt of any further information requested, the discharging authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.
- (2) The appeal process is as follows—
- (a) any appeal by the undertaker must be made within 42 days of the date of the notice of the decision or determination, or (where no determination has been made) the expiry of the time period set out in paragraph 17(1), giving rise to the appeal referred to in sub-paragraph (1);
 - (b) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the discharging authority and any consultee specified under the relevant requirement contained in Part 1 of this Schedule;
 - (c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to consider the appeal (“the adjudicator”) and must notify the appeal parties of the identity of the adjudicator and the address to which all correspondence for the attention of the adjudicator must be sent;
 - (d) the discharging authority and any consultee (if applicable) must submit their written representations together with any other representations to the adjudicator in respect of the appeal within 10 business days of the start date specified by the adjudicator and must ensure that copies of their written representations and any other representations as sent to the adjudicator are sent to each other and to the undertaker on the day on which they are submitted to the adjudicator;
 - (e) the appeal parties must make any counter-submissions to the adjudicator within 10 business days of receipt of written representations pursuant to sub-paragraph (c) above; and
 - (f) the adjudicator must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable after the end of the 10 day period for counter-submissions under paragraph (e).

(3) The appointment of the adjudicator pursuant to sub-paragraph (2)(c) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the adjudicator considers that further information is necessary to enable the adjudicator to consider the appeal the adjudicator must as soon as practicable notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(5) Any further information required pursuant to sub-paragraph (4) must be provided by the party from whom the information is sought to the adjudicator and to the other appeal parties by the date specified by the adjudicator. The adjudicator must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the adjudicator within 10 business days of the date specified by the adjudicator but must otherwise be in accordance with the process and time limits set out in sub-paragraphs (2)(c) to (e).

(6) On an appeal under this paragraph, the adjudicator may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the adjudicator in the first instance.

(7) The adjudicator may proceed to a decision on an appeal taking into account such written representations as have been sent within the relevant time limits and in the sole discretion of the adjudicator such written representations as have been sent outside of the relevant time limits.

(8) The adjudicator may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to the adjudicator that there is sufficient material to enable a decision to be made on the merits of the case.

(9) The decision of the adjudicator on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for a judicial review.

(10) If an approval is given by the adjudicator pursuant to this Part of this Schedule, it is deemed to be an approval for the purpose of Part 1 of this Schedule as if it had been given by the discharging authority. The discharging authority may confirm any determination given by the adjudicator in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the adjudicator's determination.

(11) Save where a direction is given pursuant to sub-paragraph (12) requiring the costs of the adjudicator to be paid by the discharging authority, the reasonable costs of the adjudicator are to be met by the undertaker.

(12) On application by the discharging authority or the undertaker, the adjudicator may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the adjudicator must have regard to relevant guidance on the Planning Practice Guidance website or any official circular or guidance which may replace it.

Commencement Information

I20 Sch. 2 para. 19 in force at 21.5.2020, see [art. 1](#)

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

Publication of requirements

20.—(1) The undertaker, must, as soon as reasonably 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 discharging authority.

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

.....
Commencement Information
I21 Sch. 2 para. 20 in force at 21.5.2020, see [art. 1](#)

Anticipatory steps towards compliance with any requirement

21. 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.

.....
Commencement Information
I22 Sch. 2 para. 21 in force at 21.5.2020, see [art. 1](#)

SCHEDULE 3

Article 9

CLASSIFICATION OF ROADS, ETC

PART 1

A12 AND A146

.....
Commencement Information
I23 Sch. 3 Pt. 1 in force at 21.5.2020, see [art. 1](#)

In the administrative area of East Suffolk Council—

A12 Waveney Drive

1. A length of existing highway proposed to be improved and to be re-classified as part of the A12, along both the northbound and southbound carriageways, commencing from the roundabout junction of Tom Crisp Way (A12) and Horn Hill (A12) in a westerly direction to a point where it joins the existing crossroad junction with Durban Road and Riverside Road, identified by a yellow line on the classification of roads plan.

A12 Lake Lothing Third Crossing Southern Roundabout

2. A length of new and existing highway proposed to be constructed and improved and to be classified as part of the A12 and to be known as the Lake Lothing Third Crossing Southern Roundabout, over the entire length of the circulatory carriageway that will form the improved junction of Waveney Drive (B1531) and Riverside Road (also to be re-classified as part of the A12), identified by a yellow line on the classification of roads plan.

A12 Riverside Road

3. A length of existing highway proposed to be improved and to be classified as part of the A12, along both the northbound and southbound carriageways, commencing at the junction of Waveney Drive (B1531) and Durban Road (unclassified) and extending in a generally northerly direction for a distance of 200 metres, identified by a cyan line on the classification of roads plan.

A12 Lake Lothing Third Crossing

4. A length of new highway proposed to be constructed and to be classified as part of the A12, along both the northbound and southbound carriageways, commencing from the existing Riverside Road at a point 200 metres north of its existing junction with Waveney Drive (B1531) and Durban Road (unclassified), and extending for a distance of 405 metres in a generally northerly direction across Lake Lothing and then continuing in a north-westerly direction, crossing the existing railway (East Suffolk Line) onwards to a point where it joins a proposed new roundabout junction (to be known as “the Lake Lothing Third Crossing Northern Roundabout”), identified by a dashed purple line on the classification of roads plan.

A12 Lake Lothing Third Crossing Northern Roundabout

5. A length of new highway proposed to be constructed and to be classified as part of the A12 and to be known as the Lake Lothing Third Crossing Northern Roundabout, over the entire length of the circulatory carriageway located 75 metres to the south-west of the existing roundabout junction of Rotterdam Road and Denmark Road, identified by a dashed purple line on the classification of roads plan.

A12 Lake Lothing Third Crossing Northern Roundabout western arm (to and from Peto Way)

6. A length of new highway, proposed to be constructed and to be classified as part of the A12 (Peto Way), along both the northbound and southbound carriageways, commencing from the proposed Lake Lothing Third Crossing Northern Roundabout and extending for a distance of 70 metres in a north-westerly direction to a point where it joins the existing Peto Way (C970) (which is to be reclassified as the A12) located 145 metres to the east of the existing roundabout junction of Peto Way and Barnards Way, identified by a dashed purple line on the classification of roads plan.

A12 Roundabout (existing junction of Peto Way (C970), Barnards Way and North Quay Retail Park)

7. A length of existing highway proposed to be classified as part of the A12, over the entire length of the circulatory carriageway forming the existing roundabout junction of Peto Way (C970), Barnards Way and North Quay Retail Park, identified by a solid purple line on the classification of roads plan.

A12 Peto Way

8. A length of existing highway to be improved and to be re-classified as part of the A12, commencing from its junction with the western arm of the Lake Lothing Third Crossing Northern Roundabout and extending in a generally north-westerly direction to a point where it joins the existing roundabout junction of Peto Way (C970), Barnards Way and North Quay Retail Park, identified by a solid purple line on the classification of roads plan.

A12 Roundabout (existing junction of Peto Way (C970), Barnards Way and North Quay Retail Park)

9. A length of existing highway proposed to be classified as part of the A12, over the entire length of the circulatory carriageway forming the existing roundabout junction of Peto Way (C970), Barnards Way and North Quay Retail Park, identified by a solid purple line on the classification of roads plan.

A12 Peto Way

10. A length of existing highway proposed to be classified as part of the A12, along both the northbound and southbound carriageways, commencing from the roundabout forming the junction of Peto Way (C970), Barnards Way and North Quay Retail Park extending in a north westerly direction to the point where it joins the existing roundabout junction of Peto Way (C970) and Peto Way (A1117) with Normanston Drive (A1117) and Normanston Drive (A1144) and Fir Lane, identified by a solid purple line on the classification of roads plan.

A12 Roundabout (existing junction of Peto Way (C970) and Peto Way (A1117) with Normanston Drive (A1117) and Normanston Drive (A1144))

11. A length of existing highway proposed to be classified as part of the A12, over the entire length of the circulatory carriageway forming the existing roundabout junction of Peto Way (C970) and Peto Way (A1117) with Normanston Drive (A1117) and Normanston Drive (A1144), identified by a red line on the classification of roads plan.

A12 Peto Way

12. A length of existing highway proposed to be classified as part of the A12, along both the northbound and southbound carriageways, commencing from the roundabout forming the junction of Peto Way (C970) and Peto Way (A1117) with Normanston Drive (A1144) and Normanston Drive (A1117) and Fir Lane, extending in a northerly direction to the point where it joins the existing roundabout junction of Millennium Way (A1117) and Oulton Road, identified by a red line on the classification of roads plan.

A12 Roundabout (existing junction of Oulton Road, Millennium Way and Peto Way)

13. A length of existing highway proposed to be classified as part of the A12, over the entire length of the circulatory carriageway forming the existing roundabout junction of Oulton Road (B1074), Millennium Way (A1117) and Peto Way (A1117). identified by a red line on the classification of roads plan.

A12 Millennium Way

14. A length of existing highway to be re-classified as part of the A12, along both the northbound and southbound carriageways, commencing from the existing roundabout junction of Millennium Way (A1117) and Oulton Road (B1074), extending in a northerly direction to the point where it joins

the existing roundabout junction of Park Meadows and Bentley Drive, identified by a red line on the classification of roads plan.

A12 Roundabout (existing junction of Millennium Way, Bentley Drive and Park Meadows)

15. A length of existing highway proposed to be classified as part of the A12, over the entire length of the circulatory carriageway forming the existing roundabout junction of Millennium Way (A1117), Bentley Drive and Park Meadows, identified by a red line on the classification of roads plan.

A12 Millennium Way

16. A length of existing highway to be re-classified as part of the A12, along both the northbound and southbound carriageways, commencing from the existing roundabout junction of Millennium Way (A1117), Park Meadows and Bentley Drive, extending in a northerly direction to the point where it joins the existing roundabout junction of Yarmouth Road (A47), Corton Long Lane (B1385) and Blundeston Road, identified by a red line on the classification of roads plan.

A146 Bridge Road

17. A length of existing highway along both the northbound and southbound carriageways proposed to be re-classified as part of the A146, commencing from the northern end of the A146 Beccles Road (a point 135m from the junction with Cotmer Road in a northerly direction where the road crosses the rail line) and continuing in a general northerly direction up to the existing roundabout junction of Bridge Road, Saltwater Way (A1117) and Victoria Road (B1531), identified by a blue line on the classification of roads plan.

A146 Roundabout (existing junction of Saltwater Way (A1117), Bridge Road (A1117) and Victoria Road (B1531))

18. A length of existing highway proposed to be re-classified as part of the A146, over the entire length of the circulatory carriageway forming the roundabout junction of Saltwater Way (A1117), Bridge Road (A1117) and Victoria Road (B1531), identified by a blue line on the classification of roads plan.

A146 Saltwater Way

19. A length of existing highway along both the northbound and southbound carriageways proposed to be re-classified as part of the A146, commencing from the existing roundabout junction of Bridge Road (A1117) and Victoria Road (B1531) with Saltwater Way (A1117) and continuing in a generally northerly direction to a point where it joins the exit arm of the un-classified section of Bridge Road, identified by a blue line on the classification of roads plan.

A146 Bridge Road

20. A length of existing highway along both the northbound and southbound carriageways proposed to be re-classified as part of the A146, commencing from where Saltwater Way (A1117) joins the exit arm from the existing unclassified section of Bridge Road and extending in a generally northerly direction until it joins the roundabout junction of Commodore Road (unclassified) and Bridge Road (A1117), identified by a blue line on the classification of roads plan.

A146 Roundabout (existing junction of Bridge Road (A1117) and Commodore Road)

21. A length of existing highway proposed to be reclassified as part of the A146, over the entire length of the circulatory carriageway, forming the roundabout junction of Bridge Road (A1117) with Commodore Road, identified by a blue line on the classification of roads plan.

A146 Bridge Road

22. A length of existing highway along both the northbound and southbound carriageways proposed to be re-classified as part of the A146, commencing from the roundabout junction of Bridge Road (A1117) and Commodore Road in a north-easterly direction to a point where it joins the roundabout junction of Bridge Road (A1117), Gorleston Road (B1375) and Normanston Drive (A1117), identified by a blue line on the classification of roads plan.

A146 Roundabout (existing junction of Bridge Road (A1117), Gorleston Road (B1375) and Normanston Drive (A1117))

23. A length of existing highway proposed to be re-classified as part of the A146, over the entire length of the circulatory carriageway forming the roundabout junction of Gorleston Road (B1375), Normanston Drive (A1117) and Bridge Road (A1117), identified by a blue line on the classification of roads plan.

A146 Normanston Drive

24. A length of existing highway along both the northbound and southbound carriageways proposed to be re-classified as part of the A146, commencing from the roundabout junction of Gorleston Road (B1375), Normanston Drive (A1117) and Bridge Road (A1117) in a generally north-easterly direction to a point where it joins the existing roundabout junction of Peto Way (A1117), Normanston Drive (A1117), Peto Way (C970), Normanston Drive (A1144) and Fir Lane (unclassified), identified by a blue line on the classification of roads plan.

PART 2

OTHER ROADS

Commencement Information

I24 Sch. 3 Pt. 2 in force at 21.5.2020, see [art. 1](#)

C970 Lake Lothing Third Crossing Northern Roundabout northern arm (to/from Denmark Road)

25. A length of new highway proposed to be constructed and to be classified as part of Denmark Road (C970), along both the north-eastbound and south-westbound carriageways, commencing at the proposed Lake Lothing Third Crossing Northern Roundabout and extending in a north-easterly direction for a distance of 25 metres to a point where it joins the existing roundabout junction of Rotterdam Road, Denmark Road and Peto Way (C970), identified by a dashed green line on the classification of roads plan.

Canning Road

26. A length of new highway proposed to be constructed and to be unclassified and known as Canning Road, along both the northbound and southbound carriageways, commencing from the roundabout junction with Canning Road and entrance to East Suffolk Council offices in a northerly direction until its junction with the existing Riverside Road, identified by a dashed orange line on the classification of roads plan.

New Access Road

27. A length of new highway proposed to be constructed and to be unclassified from a point on Waveney Drive 95 metres east of its junction with Waveney Crescent west, in a generally northerly direction for a distance of 236 metres and then in a generally easterly direction towards Riverside Road, for a distance of 158 metres to a point where it joins the western end of the existing Riverside Road, identified by a dashed orange line on the classification of roads plan.

SCHEDULE 4

Article 10

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

PART 1

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

Commencement Information

125 Sch. 4 Pt. 1 in force at 21.5.2020, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Highway to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New highway to be substituted/ provided</i>
The rights of way and access plans – sheet 1 In the administrative area of East Suffolk Council			Reference A A length of new highway from a point on Peto Way 25 metres west of its junction with Rotterdam Road in a generally south westerly direction for a distance of 25 metres.
The rights of way and access plans – sheets 1 and 2			

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

In the administrative area of East Suffolk Council

Reference B
A length of new highway from a point on Peto Way 140 metres west of its junction with Rotterdam Road in a generally southerly direction for a distance of 432 metres.

The rights of way and access plans – sheet 2

In the administrative area of East Suffolk Council

Reference C
A length of new highway from a point on Waveney Drive 95 metres east of its junction with Waveney Crescent west, in a generally northerly direction for a distance of 236 metres and then in a generally easterly direction towards Riverside Road, for a distance of 117 metres.

Reference D
A length of new highway from a point on Riverside Road 37 metres east of its junction with the entrance to Riverside, in a generally southerly direction to Canning Road, for a distance of 90 metres.

Reference E
A length of new highway from a point on Riverside Road 62 metres east of the entrance to Riverside in a generally northerly direction for a distance of 40 metres, with one spur extending 32m east at a point 9 metres north of Riverside

Road, and a turning head extending east at its northern extent.

[^{F1}Reference F

A length of new highway from a point on the existing Canning Road 10 metres east of the Registry Office Access for a length of 6 metres in a generally northerly direction and being the length of highway comprising the new Canning Road turning head.]

F1 Words in Sch. 4 Pt. 1 inserted (22.10.2020) by The Lake Lothing (Lowestoft) Third Crossing (Correction) Order 2020 (S.I. 2020/1158), arts. 1, 2(7)

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

Commencement Information

I26 Sch. 4 Pt. 2 in force at 21.5.2020, see [art. 1](#)

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

In the administrative area of East Suffolk Council

Reference 1

A new private means of access from the Network Rail works compound area in the south to land occupied by the East Suffolk railway line in the north, to facilitate access for maintenance of the new bridge.

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

Reference 1a

A new private means of access from the improved Denmark Road, located 90m south east of the existing Rotterdam Road roundabout, allowing access across the proposed landscaped area to land occupied by the East Suffolk Railway.

Reference 1b

A new private means of access from the landscaped area, located 50m south of private means of access Reference 1a, allowing access to land occupied by the East Suffolk Railway.

Reference 2

A new private means of access from the Associated British Ports' quayside in the south to the Network Rail works compound area in the north, to facilitate access for maintenance of the new bridge.

The rights of way and access plans – sheet 2

In the administrative area of East Suffolk Council	<p>Reference b</p> <p>Access to land (owned by East Suffolk Council) on the north side of the existing Riverside Road, 5 metres east of its junction with the existing access to premises known as Riverside (occupied by East Suffolk Council and Suffolk County Council).</p>	<p>A length from its junction with the existing Riverside Road northwards, for a distance of 3 metres.</p>	<p>Reference 3</p> <p>To be substituted by a new private means of access from the new highway (Reference C) and located 27 metres west of the existing access to Riverside, to be granted for the benefit of the land affected by the stopping up of private means of access reference b.</p>
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Reference 4

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

private means of access
reference e.

Reference g A length from Reference 6
Access to premises its junction with To be substituted by a
(occupied by East the existing Riverside new private means of
Suffolk Council) on Road southwards, for a access from the new
the south side of distance of 3 metres. highway (Reference D)
the existing Riverside located 26 metres
Road, 47 metres east south of the existing
of its junction with Riverside Road, to be
the existing access to granted for the benefit
Riverside. of the land affected
by the stopping up of
private means of access
reference g.

Reference 7
A new private means
of access from the
improved Riverside
Road 25 metres north
of Canning Road, to
facilitate access for
maintenance of the
new bridge southern
approach and adjacent
utilities.

Reference 8
A new private means of
access from the north
side of the proposed
turning head at the
end of the improved
Canning Road to the
west of its existing
junction with Riverside
Road, to facilitate
access for maintenance
of the new bridge
southern approach and
adjacent utilities.

Reference 9
A new private means of
access from the south
side of the improved
Canning Road to the
west of its existing
junction with Riverside
Road to facilitate
access for maintenance
of the new bridge

southern approach and adjacent utilities.

Reference 10

A new private means of access from the north side of the existing MotorLings access road on the east of its junction with Riverside Road, to facilitate access for maintenance of the new bridge southern approach and adjacent utilities.

Reference 11

A new private means of access from the south side of the existing MotorLings access road on the east of its junction with Riverside Road, to facilitate access for maintenance of the new bridge southern approach and adjacent utilities.

Reference h	A length from its junction with the existing Canning Road north-westwards, for a distance of 10 metres.
Access to premises known as Riverside (occupied by East Suffolk Council and Suffolk County Council) on the west side of the existing Canning Road, 82 metres west of its junction with the existing Riverside Road.	Reference 12 To be substituted by a new private means of access from the improved Canning Road, to be granted for the benefit of the land affected by the stopping up of private means of access reference h.

Reference 13

A new private means of access located on the west side of the improved Riverside Road, on land 60 metres to the south of the improved Canning Road and enabling access to land occupied

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

by the Riverside Business Centre, to facilitate maintenance of the new bridge southern approach and adjacent utilities.

Reference 14

A new private means of access from the improved Waveney Drive, located 45 metres west of the existing Tom Crisp Way roundabout, to facilitate access for maintenance of the new bridge southern approach and adjacent utilities.

Reference i A length from Reference 15
Access to premises its junction with To be substituted
at Lings Wharf, the existing Riverside by a new private
(occupied by Road eastwards, for a means of access from
Motorlings and others) distance of 8 metres. the improved Waveney
on the east side of drive located 45 metres
the existing Riverside to the west of the Tom
Road, 139 metres north Crisp Way roundabout,
of its junction with providing access to
the existing Waveney premises on the north
Drive. side of Waveney
Drive, occupied by
MotorLings, to be
granted for the benefit
of the land affected
by the stopping up of
private means of access
reference i.

Reference j A length from Reference 15
Access to premises its junction with To be substituted
at Lings Wharf, the existing Riverside by a new private
(occupied by Road eastwards, for a means of access from
Motorlings and others) distance of 6 metres. the improved Waveney
on the east side of drive located 45 metres
the existing Riverside to the west of the Tom
Road, 68 metres north Crisp Way roundabout,
of its junction with providing access to
the existing Waveney premises on the north
Drive. side of Waveney
Drive, occupied by
MotorLings, to be
granted for the benefit

Changes to legislation: *There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)*

of the land affected by the stopping up of private means of access reference j.

Reference 16

A new private means of access from the eastern side of the land owned and occupied by MotorLings, to land directly north of the Tom Crisp Way roundabout, to enable egress from the MotorLings site to the roundabout.

Reference 17

A new private means of access to premises known as No.1b Durban Road from Durban Road at a point 25 metres south of the existing junction of Waveney Drive with Durban Road for a distance of 8 metres, to be granted for the benefit of No.1b Durban Road.

Reference n A length from its Access to the existing junction with the garages on the south existing Durban Road side of Durban Road in a south-easterly direction for a distance of 19 metres south of the junction of Durban Road with Waveney Drive.

Reference 18 To be substituted by a new private means of access providing pedestrian access from the new bridge southern roundabout, to be granted for the benefit of the land affected by the stopping up of private means of access reference n.

Reference o A length from its junction with the existing Waveney Drive in a southerly direction for a distance of 9 metres.

Reference 19 To be substituted by a new private means of access providing pedestrian access from the new bridge southern roundabout, to be

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

			granted for the benefit of the land affected by the stopping up of private means of access reference o.
Reference p Access to No. 34 Waveney Drive.	A length from its junction with the existing Waveney Drive in a southerly direction for a distance of 2 metres.	Reference 20	To be substituted by a new private means of access providing pedestrian access from the westerly approach to the new bridge southern roundabout, to be granted for the benefit of the land affected by the stopping up of private means of access reference p.
Reference q Access to No. 32 Waveney Drive.	A length from its junction with the existing Waveney Drive in a southerly direction for a distance of 2 metres.	Reference 21	To be substituted by a new private means of access providing pedestrian access from the westerly approach to the new bridge southern roundabout, to be granted for the benefit of the land affected by the stopping up of private means of access reference q.
Reference r Access to Lings Wharf, (occupied by Motorlings and others) 29 metres west of the Tom Crisp Way Roundabout.	A length from its junction with the existing Waveney Drive in a northerly direction for a distance of 2 metres.	Reference 15	To be substituted by a new private means of access from the improved Waveney drive located 45 metres to the west of the Tom Crisp Way roundabout, providing access to premises on the north side of Waveney Drive, occupied by MotorLings, to be granted for the benefit of the land affected by the stopping up of private means of access reference r.

PART 3

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

Commencement Information

127 Sch. 4 Pt. 3 in force at 21.5.2020, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Private Means of Access to be stopped up</i>	<i>(3) Extent of stopping up</i>
The rights of way and access plans – sheet 1 In the administrative area of East Suffolk Council.	Reference a Access to land (owned by Suffolk County Council)	A length from its junction with the existing junction of Peto Way/Denmark Road with Rotterdam Road in a southerly direction for a distance of 8 metres.
The rights of way and access plans – sheet 2 In the administrative area of East Suffolk Council.	Reference c Access to land (occupied by East Suffolk Council) on the north side of Riverside Road 27 metres east of the access to Riverside.	A length from its junction with the existing Riverside Road in a westerly direction for a distance of 3 metres.
	Reference f Access to land (occupied by East Suffolk Council) on the west side of Riverside Road 5 metres west of the access to Riverside.	A length from its junction with the existing Riverside Road in a westerly direction for a distance of 2 metres.
	Reference k Access to No. 42 Waveney Drive on the south side of Waveney Drive 42 metres west of the junction of Waveney Drive with Riverside Road.	A length from its junction with the existing Durban Road in a north-westerly direction for a distance of 3 metres.
	Reference l Access to No. 42 Waveney Drive on the north side of Durban Road 44 metres south-west of the junction of Waveney Drive with Durban Road.	A length from its junction with the existing Riverside Road in a westerly direction for a distance of 3 metres.
	Reference m Access to No. 42 Waveney Drive on the north side of Durban Road 54 metres south-	A length from its junction with the existing Durban Road in a westerly direction for a distance of 3 metres.

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

west of the junction of Waveney Drive with Durban Road.

SCHEDULE 5

Article 19

TREES SUBJECT TO TREE PRESERVATION ORDERS

Commencement Information

I28 Sch. 5 in force at 21.5.2020, see [art. 1](#)

<i>(1) Type of tree</i>	<i>(2) Work number in which trees are situated</i>
Trees within the areas identified as T4 and G1 in the First Schedule to the Waveney District Council Tree Preservation Order (No. 61) dated 4 January 1985 and being trees located on land at 42 Waveney Drive, Lowestoft, and shown on the tree preservation order trees location plan.	Work No. 2
Tree within the area marked T1 in the First Schedule to the Waveney District Council Tree Preservation Order 1999 (No. 269) dated 20 January 1999 and being a single tree located on land north of No.1a Durban Road, Lowestoft and shown on the tree preservation order trees location plan.	Work No. 2

SCHEDULE 6

Article 26

LAND IN WHICH ONLY NEW RIGHTS ETC., MAY BE ACQUIRED

PART 1

LAND IN WHICH ONLY NEW RIGHTS ETC., MAY BE ACQUIRED

Commencement Information

I29 Sch. 6 Pt. 1 in force at 21.5.2020, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose(s) for which rights over land may be acquired</i>
The land plans – sheet 2 In the administrative area of 2-14, 2-17, 2-21, 2-27, 2-30 East Suffolk Council		New rights (including the imposition of restrictive

		covenants) for the benefit of the undertaker for the purpose of constructing, protecting, accessing and maintaining the new bridge.
	2-34	New rights (including the imposition of restrictive covenants) for the benefit of the undertaker for the purpose of constructing, protecting, accessing and maintaining the new bridge, including a right of access along Commercial Road (from the point where it ceases to be public highway to the location of the new bridge), as shown on sheet 1 of the rights of way and access plans.
The land plans – sheet 3		
In the administrative area of East Suffolk Council	of 3-03, 3-06, 3-08, 3-11, 3-36, 3-55	New rights (including the imposition of restrictive covenants) for the benefit of the undertaker for the purpose of constructing, protecting, accessing and maintaining the new bridge.
	3-12, 3-39	New rights (including the imposition of restrictive covenants) for the benefit of the undertaker for the purpose of constructing, protecting, accessing and maintaining the new bridge.
	3-29, 3-32, 3-50	New rights (including the imposition of restrictive covenants) required for the benefit of the undertaker for the purpose of constructing, protecting, accessing and maintaining the new bridge; and, for the benefit of the undertaker and relevant statutory undertakers, for the provision of private means of access to land as shown on sheet 2 of the rights of way and access plans, and in connection with the diversion, protection and maintenance

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

		of, and access to, statutory undertakers' apparatus.
	3-41	New rights (including the imposition of restrictive covenants) for the benefit of the undertaker for the purpose of providing and maintaining appropriate visibility across the new public highway.
	3-45, 3-47	New rights (including the imposition of restrictive covenants) required for the benefit of the undertaker for the purpose of constructing, protecting, accessing and maintaining the new bridge southern approach, and for the benefit of the undertaker and relevant statutory undertakers for the provision of private means of access as shown on sheet 2 of the rights of way and access plans, and in connection with the diversion, protection and maintenance of, and access to, statutory undertakers' apparatus.
The land plans – sheet 4 In the administrative area of 4-05 East Suffolk Council		New rights (including the imposition of restrictive covenants) for the benefit of the undertaker for the purpose of providing and maintaining appropriate visibility across the new public highway.
	4-07, 4-08, 4-09	New rights (including the imposition of restrictive covenants) required for the benefit of relevant statutory undertakers in connection with the diversion, protection and maintenance of, and access to statutory undertakers' apparatus.
The land plans – sheet 5 In the administrative area of 5-03, 5-10, 5-31 East Suffolk Council		New rights (including the imposition of restrictive covenants) required for the benefit of the undertaker for the purpose of constructing,

- protecting, accessing and maintaining the new bridge southern approach and for the benefit of relevant statutory undertakers in connection with the diversion, protection and maintenance of, and access to statutory undertakers' apparatus.
- 5-14 New rights (including the imposition of restrictive covenants) for the benefit of relevant statutory undertakers in connection with the diversion, protection and maintenance of and access to statutory undertakers' apparatus and for the provision of a private means of access to land on the north side of Waveney Drive, as shown on sheet 2 of the rights of way and access plans, for the benefit of that land.
- 5-15 New rights (including the imposition of restrictive covenants) for the purpose of providing a private means of access to land adjacent to the new bridge, as shown on sheet 2 of the rights of way and access plans, for the benefit of that land.
- 5-27 New rights (including the imposition of restrictive covenants) required for the benefit of the undertaker for the purpose of constructing, protecting, accessing and maintaining the new bridge southern approach; for the provision of private means of access to land as shown on sheet 2 of the rights of way and access plans for the benefit of that land; and for the benefit of the relevant statutory undertaker in connection with the diversion, protection and maintenance of, and access to statutory undertakers' apparatus.

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

PART 2

RIGHTS FOR THE BENEFIT OF CADENT

Commencement Information

I30 Sch. 6 Pt. 2 in force at 21.5.2020, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose(s) for which rights over land may be acquired</i>
In the administrative area of East Suffolk Council	3-29, 3-32, 3-50	New rights (including the imposition of restrictive covenants) to divert, lay, construct, inspect, maintain, protect, use, replace, remove or render unusable, and to access as required for these purposes, a pipeline for the distribution or storage of gas or other ancillary materials (whether such gas or materials are transmitted by Cadent on its own behalf or on behalf of other persons).

SCHEDULE 7

Article 26

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

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

Commencement Information

I31 Sch. 7 para. 1 in force at 21.5.2020, see [art. 1](#)

2.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

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

“(5A) If—

- (a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act (as modified

by paragraph 5(5) of Schedule 7 to the Lake Lothing (Lowestoft) Third Crossing Order 2020 (“the 2020 Order”);

(b) the acquiring authority is subsequently required by a determination under paragraph 13 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 7 to the 2020 Order) to acquire an interest in the land; and

(c) the acquiring authority enters on and take possession of that land,

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

Commencement Information

I32 Sch. 7 para. 2 in force at 21.5.2020, see [art. 1](#)

3.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973 ^{M4} 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) of this Schedule—

(a) for “land is acquired or taken from” substitute “ a right or restrictive covenant over land is purchased from or imposed on ”; and

(b) for “acquired or taken from him” substitute “ over which the right is exercisable or the restrictive covenant enforceable ”.

Commencement Information

I33 Sch. 7 para. 3 in force at 21.5.2020, see [art. 1](#)

Marginal Citations

M4 1973 c. 26.

Application 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 32 (modification the 1965 Act)) to the acquisition of land under article 22 (compulsory acquisition of land), applies to the compulsory acquisition of a right by the creation of a new right, or the imposition of a restrictive covenant under article 26 (compulsory acquisition of rights)—

(a) with the modifications specified in paragraph 5; and

(b) with such other modifications as may be necessary.

Commencement Information

I34 Sch. 7 para. 4 in force at 21.5.2020, see [art. 1](#)

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

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

- (a) the right acquired or to be acquired, or the restrictive covenant imposed or to be imposed; or
 - (b) the land over which the right is or is to be exercisable, or the restrictive covenant is or is to be enforceable.
- (3) For section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”

(4) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified 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^{M5} (powers of entry) of the 1965 Act is modified to secure that, where the acquiring authority has served notice to treat in respect of any right or restrictive covenant as well as the notice of entry required by subsection (1) of that section (as it applies to a compulsory acquisition under article 22 (compulsory acquisition of land), 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 (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A^{M6} (powers of entry: further notices of entry), 11B^{M7} (counter-notice requiring possession to be taken on a specified date), 12^{M8} (unauthorised entry) and 13^{M9} (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20^{M10} (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 32(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 or enforce the restrictive covenant imposed, subject to compliance with that section as respects compensation.

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

“SCHEDULE 2A

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

Introduction

1. This Schedule applies where an acquiring authority (“the authority”) serves a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 (execution of declaration) of the 1981 Act as applied by article 31 (application of the 1981 Act) of the Lake Lothing (Lowestoft) Third Crossing Order 2020 in respect of the land to which the notice to treat relates.

2. But see article 27(4) (acquisition of subsoil or airspace only) of the Lake Lothing (Lowestoft) Third Crossing Order 2020 which excludes the acquisition of subsoil or airspace only from the application of 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 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 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 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 authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority do not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the 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 Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

(b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its 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 authority ought to be required to take.

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

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

Commencement Information

I35 Sch. 7 para. 5 in force at 21.5.2020, see [art. 1](#)

Marginal Citations

- M5** [Section 11](#) was amended by section 34(1) of, and Schedule 4 to, the [Acquisition of Land Act 1981 \(c. 67\)](#), [section 3](#) of, and Part 1 of Schedule 1 to, the [Housing \(Consequential Provisions\) Act 1985 \(c. 71\)](#), [section 14](#) of, and paragraph 12(1) of Schedule 5 to, the [Church of England \(Miscellaneous Provisions\) Measure 2006 \(No. 1\)](#), [sections 186\(2\)](#), [187\(2\)](#) and [188](#) of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the [Housing and Planning Act 2016 \(c. 22\)](#) and [S.I. 2009/1307](#).
- M6** [Section 11A](#) was inserted by section 186(3) of the [Housing and Planning Act 2016](#).
- M7** [Section 11B](#) was inserted by section 187(2) of the [Housing and Planning Act 2016](#).
- M8** [Section 12](#) was amended by section 56(2) of, and Part 1 of Schedule 9 to, the [Courts Act 1971 \(c. 23\)](#).
- M9** [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 \(c. 15\)](#).
- M10** [Section 20](#) was amended by paragraph 4 of Schedule 15 to the [Planning and Compensation Act 1991 \(c. 34\)](#) and [S.I. 2009/1307](#).

SCHEDULE 8

Article 27

LAND IN WHICH ONLY AIRSPACE AND NEW RIGHTS MAY BE ACQUIRED

Commencement Information

I36 Sch. 8 in force at 21.5.2020, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Height above Ordnance Datum (m)</i>	<i>(4) Purpose(s) for which airspace and new rights may be acquired</i>
The land plans – sheet 2 In the administrative area of East Suffolk Council	2-26, 2-28	7.805 metres	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the protection and maintenance of the new bridge.
	2-29	8.315 metres	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the protection and maintenance of the new bridge.
	2-32	8.155 metres	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the protection and maintenance of the new bridge.
	2-33	8.230 metres	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the protection and maintenance of the new bridge.

The land plans – sheet 3

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

In the administrative area of East Suffolk Council	3-33	8.230 metres	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the protection and maintenance of the new bridge.
	3-34	13.480 metres	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the protection and maintenance of the new bridge.
	3-35, 3-37, 3-38	8.065 metres	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the protection and maintenance of the new bridge.

SCHEDULE 9

Article 33

LAND OF WHICH ONLY TEMPORARY POSSESSION MAY BE TAKEN

<p>Commencement Information I37 Sch. 9 in force at 21.5.2020, see art. 1</p>

<i>(1) Area</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
The land plans – sheet 2 In the administrative area of East Suffolk Council	2-13, 2-15, 2-16, 2-19, 2-20, 2-22, 2-31	Temporary possession to provide working space for the construction of the new bridge and the new bridge approaches.	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the benefit

		of the undertaker, for the protection and maintenance of the new bridge
The land plans – sheet 3		
In the administrative area of East Suffolk Council	3-01, 3-02	Temporary possession of airspace for the construction of the new bridge and bridge.
		Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the benefit of the undertaker, for the protection and maintenance of the new bridge
	3-10, 3-54	Temporary possession of airspace for the construction of the new bridge and mooring.
		Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the benefit of the undertaker, for the protection and maintenance of the new bridge
	3-14, 3-16	Temporary possession of space for the construction of the new bridge and a construction compound to facilitate all works.
		<i>The land plans – sheet 3</i>
	3-15	Temporary possession of airspace for the construction of the new bridge and a construction compound to facilitate all works.
		Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the benefit of the undertaker, for the protection and maintenance of the new bridge
	3-21	Temporary possession of land to construct a replacement access to premises and to new bridge and
		Airspace for the construction and operation of the new bridge and

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

	facilitate construction of the new extension of Canning Road.	new rights (including restrictive covenants) below, for the benefit of the undertaker, for the protection and maintenance of the new bridge
3-22, 3-25	Temporary possession of land to provide working space for the construction of the new extension to Canning Road.	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the benefit of the undertaker, for the protection and maintenance of the new bridge
3-42	Temporary possession of land to provide working space for the construction of the new extension to Canning Road and improvements to Riverside Road.	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the benefit of the undertaker, for the protection and maintenance of the new bridge
3-56	Temporary possession of land to facilitate phased reconfiguration of commercial premises located on land to the south of and outside the Order limits around plots 3-57 and 3-58.	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the benefit of the undertaker, for the protection and maintenance of the new bridge
3-57	Temporary possession of land to provide access to facilitate the phased reconfiguration of commercial premises located on land to the south of and outside the Order limits around plots 3-57 and 3-58.	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the benefit of the undertaker, for the protection and maintenance of the new bridge

3-59	Temporary possession of land to provide working space for the construction of the new access road between Waveney Drive and the improved Riverside Road.	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the benefit of the undertaker, for the protection and maintenance of the new bridge	
The land plans – sheet 4 In the administrative area of East Suffolk Council	4-01, 4-04	Temporary possession of land to provide working space for the construction of the new access road between Waveney Drive and the improved Riverside Road.	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the benefit of the undertaker, for the protection and maintenance of the new bridge
The land plans – sheet 5 In the administrative area of East Suffolk Council	5-06	Temporary possession of land to provide working space for the improvement of Riverside Road and Waveney Drive and the construction of the new southern roundabout.	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the benefit of the undertaker, for the protection and maintenance of the new bridge
5-28	Temporary possession of land to provide working space for the improvement of Riverside Road (to become the new southern approach).	Airspace for the construction and operation of the new bridge and new rights (including restrictive covenants) below, for the benefit of the undertaker, for the protection and maintenance of the new bridge	
5-35, 5-36	Temporary possession of land to provide working space for the improvement of	Airspace for the construction and operation of the new bridge and	

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

Durban Road and new rights (including Waveney Drive and the restrictive covenants) construction of the new below, for the benefit southern roundabout. of the undertaker, for the protection and maintenance of the new bridge

SCHEDULE 10

Article 46

THE LOWESTOFT THIRD CROSSING BYELAWS 2020

PART 1

PRELIMINARY

Citation and commencement

1. These byelaws may be cited as the Lowestoft Third Crossing Byelaws 2020 and were made under article 46 of the Lowestoft (Lake Lothing) Third Crossing Order 2020.

Commencement Information

I38 Sch. 10 para. 1 in force at 21.5.2020, see [art. 1](#)

Interpretation

2.—(1) In these byelaws unless the context otherwise requires—

“appointed person” means—

- (a) a person acting in the course of that person's duties who—
 - (i) is an employee, agent, contractor or sub-contractor of Suffolk County Council; or
 - (ii) is authorised by the undertaker to exercise one or more of its functions under the Order; or
- (b) a constable, Police Community Support Officer, an officer of the Driver and Vehicle Standards Agency, an officer of the Health and Safety Executive, a person authorised for the purposes of section 44 (powers of fire-fighters etc in an emergency etc) of the Fire and Rescue Services Act 2004 ^{M11} or a person accredited by or under section 41 (accreditation under community safety accreditation schemes) of the Police Reform Act 2002 ^{M12}, acting in the execution of that person's duties within the new bridge area;

“barriers” means the safety barriers installed within the new bridge area to prevent the passage of persons or vehicles;

“the byelaws” means these byelaws;

“cycleways” means the parts of the new bridge area allocated for the passage of bicycles and pedestrians only;

“existing bridge” means the opening bridge crossing Lake Lothing and known as the Lowestoft A47 Bascule Bridge;

“footways” means the parts of the new bridge area allocated for the passage of pedestrians only;

“Lake Lothing” means the navigable saltwater lake within the town of Lowestoft in the area of East Suffolk Council between the North Sea and Oulton Broad, as identified by reference points 652111E, 292801N, 655207E, 292615N;

“motor vehicle” means a mechanically propelled vehicle intended or adapted for use on roads;

“the new bridge” means Work Nos. 1B, 1C, 1D and 1E as set out in Schedule 1 to the Order (and including without limitation the piers, bridge deck, carriageway and parapets);

“the new bridge area” means the new bridge, the new bridge approaches, the new bridge control building area, and the new bridge infrastructure, as shown on the new bridge area plans;

“the new bridge approaches” means the northern and southern approaches to the new bridge (respectively “the new bridge northern approach” and “the new bridge southern approach”), the locations of which are shown on the new bridge area plan;

“the new bridge area plan” means the plan of that description as referenced in Schedule 14 (documents to be certified) and certified by the Secretary of State pursuant to Article 60 of the Order;

“new bridge control building” means the control tower building for the new bridge which forms part of Work No. 6 as set out in Schedule 1 to the Order;

“new bridge control building area” means the area outlined in green on sheet 2 of the new bridge area plans;

“the new bridge infrastructure” means the infrastructure elements supporting the new bridge including (without limitation) the cables, drainage, electricity and water supplies, and fenders relating to the new bridge, as well as any plant and machinery and any emergency, safety or communications equipment required for the construction, maintenance or operation of the new bridge;

“notice” includes a sign, signal and a digital or other display, and in appropriate circumstances, an audible announcement;

“open” unless the context does not relate to the new bridge means any point in time when the surface of the new bridge is raised to allow for the passing of vessels under the new bridge;

“the Order” means the Lake Lothing (Lowestoft) Third Crossing Order 2020;

“pontoon” means the mooring which forms Work No.7 as set out in Schedule 1 to the Order;

“trailer” means a vehicle (including a horse box) designed or adapted to be towed by a motor vehicle;

“the undertaker” has the same meaning as in the Order;

“vaporiser” means an electronic device that can be used to deliver nicotine or other substances to a person inhaling from the device; and

“vessel” means every description of vessel with or without means of propulsion of any kind and includes anything constructed or used to carry persons, goods, plant or machinery, or to be propelled or moved, on or by water, a seaplane on or in the water and a hovercraft within the meaning of the Hovercraft Act 1968^{M13}.

(2) The Interpretation Act 1978^{M14} applies to the interpretation of these byelaws as it applies to the interpretation of an Act of Parliament.

Commencement Information

I39 Sch. 10 para. 2 in force at 21.5.2020, see [art. 1](#)

Marginal Citations

- M11** 2004 c. 21. Section 44 was amended by the [Emergency Workers \(Obstruction\) Act 2006 \(c. 39\)](#).
M12 2002 c. 30. Section 41 was amended by the [Police and Justice Act 2006 \(c. 48\)](#).
M13 1968 c. 59.
M14 1978 c. 30.

PART 2

CONDUCT AND BEHAVIOUR

Smoking etc.

3. Within the new bridge area a person must not—
- (a) smoke or carry an item that is alight including a lit cigar, cigarette, cigarillo, match, pipe or lighter; or
 - (b) use a vaporiser.

Commencement Information

- I40** Sch. 10 para. 3 in force at 21.5.2020, see [art. 1](#)

Unacceptable behaviour

4. A person must not—
- (a) climb upon, remove, operate, interfere with, obstruct or damage (whether deliberately or negligently) the new bridge infrastructure;
 - (b) enter the new bridge control building area without prior consent from an appointed person;
 - (c) remove, jump or otherwise manoeuvre over or under, any bar, railing, fence or barrier or open any gate or movable barrier fitted or placed on any part of the new bridge without prior consent from an appointed person;
 - (d) drop or allow to fall anything on to the new bridge or the new bridge approaches or over the parapet of the new bridge or over any fence or wall on or abutting on the new bridge so as to endanger or cause injury or damage to any person or property;
 - (e) post a bill, placard or notice within the new bridge area;
 - (f) write, print, draw or paint on or cut, mark or stamp any part of the new bridge area;
 - (g) fix anything to the new bridge or the new bridge infrastructure;
 - (h) spit, urinate or defecate in the new bridge area;
 - (i) place or deposit or leave on or in the new bridge area any vehicle or any article or thing so as to create an obstruction or litter or fire risk;
 - (j) offer for sale or sell any article or thing of any description in the new bridge area without the consent of Suffolk County Council;
 - (k) move, alter, deface or otherwise interfere with any notice belonging to Suffolk County Council which is exhibited or placed in the new bridge area;
 - (l) without prejudice to any other requirement of the byelaws, act in any way as to cause a nuisance in the new bridge area; or

- (m) use abusive behaviour or threatening language or gestures in the new bridge area.

Commencement Information

I41 Sch. 10 para. 4 in force at 21.5.2020, see [art. 1](#)

PART 3

ACCESS AND TRAFFIC

Unauthorised access and loitering

5.—(1) A person must not enter, attempt to enter or remain in any part of the new bridge area where there is a notice prohibiting or restricting access.

(2) A person must not loiter in the new bridge area if asked to leave by an appointed person.

(3) A driver of a motor vehicle must not sleep within the new bridge area.

(4) An appointed person may prevent the driver of a motor vehicle from gaining access to the new bridge area if the appointed person has reasonable cause to believe the driver of the motor vehicle is contravening, or will contravene if allowed to proceed, any of the byelaws.

(5) A person must not attempt to use or cross the new bridge—

- (a) when instructed not to do so by an appointed person;
- (b) in contravention of a notice displayed by the undertaker; or
- (c) whenever the new bridge is in the process of opening or closing.

Commencement Information

I42 Sch. 10 para. 5 in force at 21.5.2020, see [art. 1](#)

Traffic regulation

6.—(1) A person (other than an appointed person) must not use or cause to be used within the new bridge area a barrow, cart, rickshaw or animal-drawn means of conveyance except if it is conveyed as the load or part of the load of a motor vehicle.

(2) A person (other than an appointed person) must not use or cause to be used within the new bridge area vehicles which emit grit, sparks, ashes, cinders, or oily substances in a manner which contravenes any regulations for the time being in force under the Road Traffic Act 1988 or any amendment thereof relating to the construction and use of motor vehicles.

(3) A person on foot must not enter any part of the new bridge area apart from the footways and cycleways unless directed to do so by an appointed person.

(4) A person with a bicycle must not enter any part of the new bridge area apart from the cycleways unless directed to do so by an appointed person.

(5) A person must not drive a motor vehicle onto the footways or cycleways unless directed to do so by an appointed person.

(6) A person must not take onto the new bridge any animal other than a dog unless the animal is enclosed in a motor vehicle or trailer.

(7) A person must not release an animal from a motor vehicle within the new bridge area.

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

(8) A person must not abandon a motor vehicle in the new bridge area except in an emergency and as directed by an appointed person.

(9) A person must not operate a motor vehicle music or sound system at such volume as to cause nuisance to people within the new bridge area.

(10) A person must not take or cause to be taken onto the new bridge a motor vehicle which by reason of its condition is likely to break down or is in such condition as is likely to injure persons or damage property.

(11) A person must not use or cause to be used a motor vehicle on the new bridge unless the load carried by the motor vehicle is at all times contained or secured (if necessary by physical restraint other than its own weight) and is in such a position that neither danger nor nuisance is caused or is likely to be caused to a person or property by reason of the load or any part of the load falling or being thrown from the motor vehicle.

(12) No driver of or passenger in a motor vehicle which has broken down may carry out repairs to or refuel a motor vehicle in the new bridge area without the consent of an appointed person.

(13) A driver of a motor vehicle which has broken down in the new bridge area must—

- (a) immediately notify an appointed person of the breakdown; and
- (b) switch on the motor vehicle's hazard lights.

(14) A driver of a motor vehicle which has shed its load in full or in part on the new bridge such that it has caused, or may cause, an obstruction or other hazard to users of the new bridge or to users of Lake Lothing must—

- (a) not attempt to reclaim the load;
- (b) immediately inform an appointed person of the loss of the load; and
- (c) immediately inform an appointed person of the identity of, and contact details for, the owner of the load.

(15) Any user of the new bridge must comply with any direction given by an appointed person or notice, sign or signal within the new bridge area at any time.

Commencement Information

I43 Sch. 10 para. 6 in force at 21.5.2020, see [art. 1](#)

PART 4

GENERAL

Saving for appointed persons

7. Nothing in these byelaws prevents an appointed person from undertaking an activity which would otherwise be prohibited by these byelaws provided such activity is undertaken in the execution of that person's duties as an appointed person.

Commencement Information

I44 Sch. 10 para. 7 in force at 21.5.2020, see [art. 1](#)

SCHEDULE 11

Articles 53 and 54

TRAFFIC REGULATION MEASURES

PART 1

SPEED LIMITS AND RESTRICTED ROADS

Commencement Information

I45 Sch. 11 Pt. 1 in force at 21.5.2020, see [art. 1](#)

Note 1: Where roads are to become restricted roads as indicated in this Schedule (Part 1) and as shown on the plans relating to this Schedule (the traffic regulation measures plans (speed limits and restricted roads)), speed limits are to apply in accordance with the provision of the 1984 Act (which defines speed limits of 30mph on ‘restricted’ roads by reference to street lighting).

Note 2: Where existing speed limits (to be retained) are shown on the traffic regulation measures plans (speed limits and restricted roads) (sheets 1 and 2) which relate to Part 1 of this Schedule, this is for information only and such speed limits are not subject to this Order.

<i>(1) Area</i>	<i>(2) Road name number and length</i>	<i>(3) Speed limit and restricted roads status</i>
The traffic regulation measures (speed limits and restricted roads) plans – sheet 1 In the administrative area of East Suffolk Council	A12 Lake Lothing Third Crossing A length of new highway from a point on the existing C970 Peto Way 135 metres to the east of the existing roundabout junction of Rotterdam Road and Denmark Road in a south easterly direction to a point where it joins the A12 Lake Lothing Third Crossing Northern Roundabout along both the northbound and southbound carriageways.	Restricted road
	A12 Lake Lothing Third Crossing Northern Roundabout A length of new highway comprising the A12 Lake Lothing Third Crossing Northern Roundabout along the entire length of the circulatory carriageway.	Restricted road
	A12 Lake Lothing Third Crossing	Restricted road

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

A length of new highway from a point where it departs from the new A12 Lake Lothing Third Crossing Northern Roundabout to a point where it joins the existing roundabout junction of Rotterdam Road and Denmark Road along both the northbound and southbound carriageways.

The traffic regulation measures (speed limits and restricted roads) plans – sheets 1 and 2
In the administrative area of A12 Lake Lothing Third Restricted road
East Suffolk Council Crossing

A length of new highway from a point where it departs from the new A12 Lake Lothing Third Crossing Northern Roundabout in a generally southerly direction for a distance of 604 metres to a point where it joins the new A12 Lake Lothing Third Crossing Southern Roundabout along both the northbound and southbound carriageways.

The traffic regulation measures (speed limits and restricted roads) plans – sheet 2
In the administrative area of A12 Lake Lothing Third Restricted road
East Suffolk Council Crossing Southern Roundabout

A length of improved highway comprising the Lake Lothing Third Crossing Southern Roundabout along the entire length of the circulatory carriageway.

B1531 Waveney Drive Restricted road

A length of improved carriageway comprising the western spur of the new Lake Lothing Third Crossing Southern Roundabout in a westerly direction for a distance of 43 metres along both the westbound and eastbound carriageways.

A12 Lake Lothing Third Restricted road
Crossing

A length of improved carriageway comprising the eastern spur of the new Lake Lothing Third Crossing Southern Roundabout in an easterly direction for a distance

of 33 metres, along both the westbound and eastbound carriageways.

New Access Road from Restricted road
Waveney Drive to Riverside Road

A length of new highway from a point on Waveney Drive 95 metres east of its junction with Waveney Crescent west, in a generally northerly direction for a distance of 236 metres and then in a generally easterly direction towards Riverside Road, for a distance of 158 metres.

Canning Road Restricted road

A length of new highway from a point on the existing Riverside Road 37 metres east of the entrance to premises known as Riverside (4 Canning Road), in a generally southerly direction for a distance of 90 metres to its junction with the improved Canning Road along both the northbound and southbound carriageways.

Canning Road Roundabout Restricted road

A length of improved highway on the existing Canning Road, comprising a new roundabout and improved access to premises known as Riverside (4 Canning Road) along the entire length of the circulatory carriageway and access.

New Access Road to Control Tower and Nexen Group premises Proposed 30mph Speed Limit

A length of new highway from a point on the existing Riverside Road 55 metres east of the northern entrance to premises known as Riverside (4 Canning Road), in a generally north-easterly direction and forming a turning head for the Control Tower and providing new highway access to land on the east side of the

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

new bridge southern approach (being premises occupied by Nexen), for a distance of 50 metres on the northbound and southbound carriageways.

PART 2

TRAFFIC REGULATION MEASURES (CLEARWAYS AND PROHIBITIONS)

Commencement Information

I46 Sch. 11 Pt. 2 in force at 21.5.2020, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Road name number and length</i>	<i>(3) Measures</i>
<p>The traffic regulation measures plans (clearways and prohibitions) – sheet 1 In the administrative area of A12 Lake Lothing Third Clearway East Suffolk Council</p>	<p>Crossing A length of new and improved highway from a point on the existing C970 Peto Way 173 metres to the west of the improved existing roundabout junction of Rotterdam Road and Denmark Road, in a south-easterly direction to a point where it joins the A12 Lake Lothing Third Crossing Northern Roundabout along both the northbound and southbound carriageways.</p>	<p>Crossing Northern Roundabout A length of new and improved highway from a point where it departs from the proposed Lake Lothing Third Crossing Northern Roundabout along both the northbound and southbound carriageways to a point where it joins the</p>
	<p>A12 Lake Lothing Third Clearway Crossing Northern Roundabout A length of new circulatory highway comprising the A12 Lake Lothing Third Crossing Northern Roundabout along the entire length of the circulatory carriageway.</p>	<p>Clearway</p>

improved roundabout forming the junction between Rotterdam Road and Denmark Road for a distance of 48 metres including the entire length of the circulatory carriageway.

Denmark Road No waiting (at any time)

A length of improved highway from a point from the improved roundabout forming the junction between Rotterdam Road and Denmark Road for a distance of 165 metres in an easterly direction along the eastbound carriageway of Denmark Road.

Denmark Road No waiting (at any time)

A length of improved highway from a point from the improved roundabout forming the junction between Rotterdam Road and Denmark Road for a distance of 35 metres in an easterly direction along the westbound carriageway of Denmark Road.

Rotterdam Road No waiting (at any time)

A length of improved highway from a point from the improved roundabout junction of Rotterdam Road and Denmark Road for a distance of 5 metres in a northerly direction along the northbound carriageway of Rotterdam Road.

Rotterdam Road No waiting (at any time)

A length of improved highway from a point from the improved roundabout junction of Rotterdam Road and Denmark Road for a distance of 50 metres in a northerly direction along the southbound carriageway of Rotterdam Road.

Peto Way Clearway

A length of existing highway to be improved from a point where it departs from the

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

proposed A12 Lake Lothing Third Crossing 129 metres west of the improved roundabout junction of Rotterdam Road and Denmark Road for a distance of 56 metres in an easterly direction to a point where it joins the new access road from the improved existing roundabout junction of Rotterdam Road and Denmark Road to the Lake Lothing Third Crossing Northern Roundabout.

Peto Way	Prohibition of entry for vehicles travelling west.
A length of existing highway (eastbound carriageway only) from the point where it departs from the A12 Lake Lothing Third Crossing eastwards for a distance of 80 metres.	

The traffic regulation measures plans (clearways and prohibitions) – sheets 1 and 2
In the administrative area of A12 Lake Lothing Third Clearway
East Suffolk Council Crossing

A length of new and improved highway from its junction with the A12 Lake Lothing Third Crossing Northern Roundabout in a generally southerly direction for a distance of 604 metres to its junction with the A12 Lake Lothing Third Crossing Southern Roundabout along both the northbound and southbound carriageways.

The traffic regulation measures plans (clearways and prohibitions) – sheet 2
In the administrative area of A12 Lake Lothing Third Clearway
East Suffolk Council Crossing Southern Roundabout

A length of new circulatory highway comprising the A12 Lake Lothing Third Crossing Southern Roundabout along the entire length of the circulatory carriageway.

New Access Road from Waveney Drive to Riverside Road	No waiting (at any time)
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A length of new highway from a point on Waveney Drive 100 metres east of its junction with Waveney Crescent West, in

a generally northerly direction for a distance of 236 metres along both the northbound and southbound carriageways.

Riverside Road No waiting (at any time)

A length of new highway from a point on the existing Riverside Road 175 metres west of the northern entrance to premises known as Riverside (4 Canning Road), in an easterly direction towards the existing Riverside Road, for a distance of 107 metres on the eastbound carriageway

Riverside Road No waiting (at any time)

A length of improved highway from a point on the existing Riverside Road 47 metres west of the northern entrance to premises known as Riverside (4 Canning Road), in an easterly direction towards the existing Riverside Road, for a distance of 25 metres on the eastbound carriageway

Riverside Road No waiting (at any time)

A length of improved highway from a point on the existing Riverside Road 43 metres east of the northern entrance to premises known as Riverside (4 Canning Road), in an easterly direction towards the existing Nexen access for a distance of 65 metres on the eastbound carriageway

New Access Road to Control Tower and Nexen Group premises No waiting (at any time)

A length of new highway from a point on the existing Riverside Road 55 metres east of the northern entrance to premises known as Riverside (4 Canning Road), in a generally north-easterly direction and forming a turning head for the Control Tower and new highway access to land on the east side of the new bridge southern approach

Changes to legislation: *There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)*

(being premises occupied by Nexen), for a distance of 50 metres on the northbound and southbound carriageways.

Riverside Road No waiting (at any time)

A length of new and improved highway from a point on the existing Riverside Road 145 metres west of the northern entrance to premises known as Riverside (4 Canning Road), in an easterly direction towards the existing Nexen access, for a distance of 250 metres on the westbound carriageway

New Access Road from Riverside Road to Canning Road No waiting (at any time)

A length of new highway from a point on the existing Riverside Road 37 metres east of the northern entrance to premises known as Riverside (4 Canning Road), in a generally southerly direction for a distance of 90 metres to its junction with the improved Canning Road along the southbound carriageways.

New Access Road from Riverside Road to Canning Road No waiting (at any time)

A length of new highway from a point on the existing Riverside Road 37 metres east of the northern entrance to premises known as Riverside (4 Canning Road), in a generally southerly direction for a distance of 6 metres to its junction with the improved Canning Road along the northbound carriageway.

New Access Road forming new eastern entrance into Riverside No waiting (at any time)

A length of new highway from a point on the existing Canning Road 55 metres west of the Registry Office access in a westerly direction for a distance of 10 metres along both the eastbound and westbound carriageways.

New Access Road south from Canning Road No waiting (at any time)

A length of new highway from the improved junction of Canning Road in a southerly direction for a distance of 45 metres on the northbound carriageway.

Canning Road No waiting (at any time)

The length of the existing Canning Road from a point 19 metres east of the improved entrance to the premises known as Riverside (4 Canning Road) in a generally south-westerly direction for a distance of 32 metres along the eastern side of the carriageway only.

Canning Road No waiting (at any time)

A length of improved highway from a point on the existing Canning Road [^{F2}10] metres east of the Registry Office Access for a length of [^{F3}7] metres in an easterly direction and [^{F4}including] the length of highway comprising the new Canning Road turning head

Durban Road No waiting (at any time)

From a point 185 metres north east of the junction of Kimberley Road with Durban Road, in a generally north-easterly direction for a distance of 36 metres, and being the length of highway comprising the new Durban Road turning head.

B1531 Waveney Drive Clearway

On the north side, from the new A12 Lake Lothing Third Crossing Southern Roundabout for a distance of 50 metres in an easterly direction.

On the south side, from the new A12 Lake Lothing Third Crossing Southern Roundabout for a distance of 40 metres in an easterly direction.

B1531 Waveney Drive No waiting (at any time)

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

An improved length of the existing Waveney Drive from a point 55 metres east of its junction with Waveney Crescent West in an easterly direction for 130 metres along both the westbound and eastbound carriageways.

B1531 Waveney Drive Clearway
Waveney Drive from a point 80 metres west of the A12 Lake Lothing Third Crossing Southern Roundabout in an easterly direction for a distance of 80 metres along both the westbound and eastbound carriageways.

Durban Road The prohibition of use by A length of the improved Durban Road from a point 450 metres north east of the existing junction of Kimberley Road with Durban Road for a distance of 5 metres, south-west from the outer edge of the Lake Lothing Third Crossing Southern Roundabout across both the northbound and southbound carriageways motorised vehicles except for emergency vehicles which may access Durban Road from both its southern and northern ends (including via its junction with the new southern roundabout) and may travel either northbound or southbound on Durban Road; and except for the motorised vehicles of owners and occupiers of and visitors to No. 1b Durban Road in respect of which access is permitted via the southern end of Durban Road only.

The traffic regulation measures plans (clearways and prohibitions) – sheet 3

In the administrative area of Kimberley Road No waiting (at any time)
East Suffolk Council A length of Kimberley Road No loading or unloading (at any time).
for a distance of 28 metres in a westerly direction from its junction with Durban Road along both the eastbound and westbound carriageways.

Kimberley Road No waiting (at any time)
A length of Kimberley Road for a distance of 30 metres in an easterly direction from its junction with Waveney Drive along both the eastbound and westbound carriageways.

Kirkley Run No waiting (at any time)

A length of Kirkley Run for a distance of 41 metres in a southerly direction from a point 14 metres north of the centre of Notley Road along the edge of the north-westbound carriageway.

Kirkley Run No waiting (at any time)

A length of Kirkley Run for a distance of 24 metres in a southerly direction from the junction of Kirkley Run and Notley Road along the south-eastbound carriageway.

Notley Road No waiting (at any time)

A length of Notley Road for a distance of 55 metres in a generally north-easterly direction from the junction with Kirkley Run along the westbound carriageway.

Notley Road No waiting (at any time)

A length of Notley Road for a distance of 17 metres in an easterly direction from a point 79 metres east of the junction with Kirkley Run along the westbound carriageway.

Notley Road No waiting (at any time)

A length of Notley Road for a distance of 17 metres in a generally easterly direction from a point 147 metres east of the junction with Kirkley Run along the westbound carriageway.

Notley Road No waiting (at any time)

A length of Notley Road for a distance of 17 metres in a generally easterly direction from a point 199 metres east of the junction with Kirkley Run along the westbound carriageway.

Notley Road No waiting (at any time)

A length of Notley Road for a distance of 17 metres in a westerly direction from a point 207 metres west of the junction of Notley Road with

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

Durban Road and the access to Waveney Gymnastics Club, on the westbound carriageway.

Notley Road No waiting (at any time)

A length of Notley Road for a distance of 17 metres in an easterly direction from a point 174 metres west of the junction of Notley Road with Durban Road and the access to Waveney Gymnastics Club, on the westbound carriageway.

Notley Road No waiting (at any time)

A length of Notley Road for a distance of 82 metres in an easterly direction from a point 85 metres west of the centre of the junction of Notley Road with Durban Road and the access to Waveney Gymnastics Club, on the westbound carriageway.

Notley Road No waiting (at any time)

A length of Notley Road for a distance of 420 metres in an easterly direction from the junction with Kirkley Run along the eastbound carriageway.

Notley Road No waiting (at any time)

A length of Notley Road for a distance of 17 metres in an easterly direction from a point 85 metres west of the centre of the junction of Notley Road with Durban Road and the access to Waveney Gymnastics Club, on the eastbound carriageway.

Notley Road No waiting (at any time)

A length of Notley Road for a distance of 21 metres in a generally westerly direction from the centre of the junction between Notley Road, Durban Road and the access to Waveney Gymnastics Club along the eastbound carriageway.

Durban Road No waiting (at any time)

Changes to legislation: There are currently no known outstanding effects for the *The Lake Lothing (Lowestoft) Third Crossing Order 2020*. (See end of Document for details)

A length of Durban Road for a distance of 21 metres in a north-easterly direction from the junction of Notley Road with Durban Road and the access to Waveney Gymnastics Club, on the north-eastbound carriageway.

Durban Road No waiting (at any time)

A length of Durban Road for a distance of 16 metres in a south-westerly direction from a point 18 metres east of the junction of Notley Road with Durban Road and the access to Waveney Gymnastics Club, on the south-westbound carriageway.

Access to Waveney Gymnastics Club No waiting (at any time)

Access to Waveney Gymnastics Club for a distance of 67 metres in a generally south-westerly direction from the junction of Notley Road with Durban Road and the access to the Waveney Gymnastics Club, on both sides of the carriageway.

- F2** Word in Sch. 11 Pt. 2 substituted (22.10.2020) by [The Lake Lothing \(Lowestoft\) Third Crossing \(Correction\) Order 2020 \(S.I. 2020/1158\)](#), arts. 1, **2(8)(a)**
- F3** Word in Sch. 11 Pt. 2 substituted (22.10.2020) by [The Lake Lothing \(Lowestoft\) Third Crossing \(Correction\) Order 2020 \(S.I. 2020/1158\)](#), arts. 1, **2(8)(b)**
- F4** Word in Sch. 11 Pt. 2 substituted (22.10.2020) by [The Lake Lothing \(Lowestoft\) Third Crossing \(Correction\) Order 2020 \(S.I. 2020/1158\)](#), arts. 1, **2(8)(c)**

PART 3

REVOCATIONS AND VARIATIONS OF EXISTING TRAFFIC REGULATION ORDERS

Commencement Information

I47 Sch. 11 Pt. 3 in force at 21.5.2020, see [art. 1](#)

<i>(1) Area</i>	<i>(2) Road name</i>	<i>(3) Order</i>	<i>(4) Revocations or variations</i>
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The traffic regulation measures plans (clearways and prohibitions) – sheet 1

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

In the administrative area of East Suffolk Council

Rotterdam Road District of Waveney Order to be partially revoked to the extent identified on sheet 1 by (Various Roads in Lowestoft) (Prohibition of a dashed orange line. (Prohibition of a dashed orange line. Waiting) Order 1987

West side from a point 15 metres north of its junction with Eastern Way in a south-easterly direction to a point 15 metres east of its junction with Hervey Street.

Denmark Road District of Waveney Order to be partially revoked to the extent identified on sheet 1 by (Various Roads in Lowestoft) (Prohibition of a dashed orange line. (Prohibition of a dashed orange line. Waiting) Order 1987

The west side from a point 15 metres north of its junction with Eastern Way in a south-easterly direction to a point 15 metres east of its junction with Hervey Street save for a length of 25 metres where it passes across the existing junction of Denmark Road, Rotterdam Road and Peto Way.

Peto Way and Rotterdam Road Suffolk County Council (Eastern Way, Essex Road, Norfolk Street and Rotterdam Road) (Prohibition of Waiting, On-direction towards Peto Street Parking Place and Revocation) Order 2012

From a point 37 metres south of its junction with Eastern Way in a south-westerly direction towards Peto Way for a distance of 6 metres.

Peto Way Suffolk County Council (Grove Road, Peto Way and St. Peters Street, Lowestoft) (Prohibition and Restriction of Waiting and Loading, Clearway and Revocation) Order 2009

North side and south side, from a point 102 metres east of the existing roundabout junction of Peto Way and Barnards Way for a distance of 180 metres in a generally easterly direction.

The traffic regulation measures plans (clearways and prohibitions) – sheet 2

In the administrative area of East Suffolk Council

Riverside Road The Borough of Lowestoft (St. Margaret's Road and Riverside Road) (Street Parking Places) Order 1966

West side, from a point 42 metres to the north-east of the centreline of its junction with Canning Road for

Orders to be partially revoked to the extent identified on sheet 2 by a dashed orange line.

a distance of 175 metres to the south to its junction with the B1351 Waveney Drive. East side, from a point 42 metres to the north east of the centreline of its junction with Canning Road for a distance of 175 metres to the south to its junction with the B1351 Waveney Drive.

Suffolk County Council (South Lowestoft Relief Road – Associated Measures) (Various Roads, Lowestoft and Carlton Colville) (Prohibition and Restriction of Waiting, Additional Measures and Revocation) Order 2006

Suffolk County Council (Canning Road and Riverside Road, Lowestoft) (Prohibition of Waiting and Revocation) Order 2016

Canning Road North side, from the existing access to Riverside in an easterly direction for a distance of 20 metres.

West side, from the existing access to Riverside in a generally southerly direction for a distance of 57 metres.

South side, from a point 20 metres east of the entrance to the Registrar's Office in a south-westerly direction for a distance of 20 metres.

The Lowestoft (General) (Prohibition and Restriction of Waiting) (Amendment) (No.2) Order 1972

Suffolk County Council (Lowestoft Central Relief Roads) (Prohibition and Restriction of Waiting) (No.2) Order 1977

Suffolk County Council (Canning Road and Riverside Road, Lowestoft) (Prohibition of Waiting and Revocation) Order 2016

Orders to be partially revoked to the extent identified on sheet 2 by a dashed orange line.

B1351 Waveney Drive North side, from the centreline of Riverside Road in an easterly direction for a distance of 108 metres.

North side, from the centreline of its junction with Riverside Road for a distance of 65 metres in a generally westerly direction.

The Lowestoft (General) (Prohibition and Restriction of Waiting) (Amendment) (No.2) Order 1972

Suffolk County Council (South Lowestoft Relief Road – Associated Measures) (Various Roads, Lowestoft and Carlton Colville) (Prohibition and

Orders to be partially revoked to the extent shown on sheet 2 by a dashed orange line.

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

South side, from a point Restriction of Waiting, 60 metres to the west Additional Measures of the centreline of its and Revocation) Order junction with Durban 2006 Road for a distance of 50 metres in a north-easterly direction and then for a distance of 25 metres in a south-westerly direction. South side, from a point 56 metres west of its junction with Tom Crisp Way for a distance of 62 metres in a generally westerly direction and then for a distance of 30 metres in a generally south-westerly direction.

The traffic regulation measures plans (clearways and prohibitions) – sheet 3

In the administrative Kimberley Road District of Waveney Order to be partially area of East Suffolk North side and south (Various Roads revoked to the extent Council side for a distance of Lowestoft) identified on sheet 3 by 10 metres from its (Prohibition and a dashed orange line. junction with Durban Restriction of Waiting) Road in a generally Order 1999 westerly direction.

SCHEDULE 12

Article 55

DEEMED MARINE LICENCE

PART 1

GENERAL

Interpretation

1. In this licence—

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“AB Ports” means Associated British Ports, company reference number ZC000195, whose registered office address is 25 Bedford Street, London WC2E 9ES;

“the authorised development” has the meaning given in paragraph 3(2);

“commence” means beginning to carry out any part of a licensed activity and “commenced” and “commencement” are to be construed accordingly;

“condition” means a condition in Part 2, Part 3 and Part 4 of this licence;

“construction activity” means—

- (a) any licensed activity to be undertaken during the construction of the authorised development; and
- (b) any licensed activity to be undertaken for the purposes of maintaining the authorised development, with the exception of any maintenance dredging activity;

“capital dredging activity” means an activity which comprises the excavation of the seabed, in an area or down to a level (relative to Ordnance Datum) not previously dredged during the preceding 10 years;

“the environmental statement” means the documents of that description as reference in Schedule 14 (documents to be certified) to the Order, certified by the Secretary of State for the purposes of the Order;

“the harbour authority” means AB Ports in its role as the owner and operator of, and the statutory harbour authority for, Lowestoft Harbour as established by section 8 of, and paragraph 2 of Schedule 3 to the Transport Act 1981 ^{M15};

“the harbour master” has the same meaning as is given to that term in article 2 of the Order;

“Lake Lothing” means the navigable saltwater lake within the town of Lowestoft in the area of East Suffolk Council between the North Sea and Oulton Broad, as identified by reference points 652111E, 292801N, 655207E, 292615N respectively;

“the licence holder” means the undertaker or any transferee under article 49 (transfer of benefit of Order, etc) of the Order;

“licensed activity” means any of the activities specified in Part 1 of this licence;

“maintenance dredging activity” means any activity which comprises the removal of recently-accumulated sediments such as mud, sand and gravel in order to keep channels, berths and other areas at their designed depths and which takes place in circumstances where—

- (a) the level of the seabed to be restored by the dredging is not lower than it has been at any time during the past 10 years; and
- (b) there is evidence that dredging has previously been undertaken to that level (or lower) during that period;

“marine pollution contingency plan” means the plan as required by condition 8 of this licence;

“the Order” means the Lake Lothing (Lowestoft) Third Crossing Order 2020; and

“the scheme-wide written scheme of investigation” means the document of that description as identified in Schedule 14 to the Order, and certified by the Secretary of State as the scheme-wide written scheme of investigation for the purposes of the Order;

Commencement Information

I48 Sch. 12 para. 1 in force at 21.5.2020, see [art. 1](#)

Marginal Citations

M15 1981 c.56.

2.—(1) Except where otherwise indicated, the main point of contact with the MMO and the address for email and postal returns and correspondence are as follows—

Changes to legislation: There are currently no known outstanding effects for the *The Lake Lothing (Lowestoft) Third Crossing Order 2020*. (See end of Document for details)

- (a) Marine Management Organisation, Marine Licensing Team, Lancaster House, Hampshire Court, Newcastle upon Tyne, NE4 7YH; Tel. – 0300 123 1032, Fax – 0191 376 2681, Email –marine.consents@marinemmanagement.org.uk;
- (b) Marine Management Organisation, MMO Lowestoft, Pakefield Road, Lowestoft, Suffolk, NR33 0HT; Tel. – 01502 573 149 or 01502 572 769, Email – lowestoft@marinemmanagement.org.uk.

(2) The contact details for the MMO Marine Pollution Response Team are Tel. (during office hours) – 0300 200 2024, Tel. (outside office hours) – 07770 977 825 or 0845 051 8486 and Email – dispersants@marinemmanagement.org.uk, or such replacement contact details notified to the licence holder in writing by the MMO.

(3) Unless otherwise stated in writing by the MMO, all notices required by this licence to be sent by the licence holder to the MMO must be sent by email.

Commencement Information

I49 Sch. 12 para. 2 in force at 21.5.2020, see [art. 1](#)

Details of licensed marine activities

3.—(1) Subject to the licence conditions in Part 2, this licence authorises the licence holder (and any agent, contractor or subcontractor acting on its behalf) to carry out any licensable marine activities under section 66(1) (licensable marine activities) of the 2009 Act which—

- (a) form part of, or are related to, the authorised development; and
- (b) are not exempt from requiring a marine licence by virtue of any provision made under section 74 (exemption specified by order) of the 2009 Act.

(2) In this paragraph “the authorised development” means—

- (a) the construction of piers in Lake Lothing;
- (b) the construction of piles and pile caps within Lake Lothing supporting piers and fendering;
- (c) the construction of fendering within Lake Lothing;
- (d) the construction of a mooring within Lake Lothing;
- (e) the powers conferred by article 44(1) (subsidiary works and operations in Lake Lothing) of the Order;
- (f) for the purposes of or in connection with the construction of any of the works and other development mentioned above, ancillary or related development which does not give rise to any materially new or materially different environmental effects than those assessed in the environmental statement, consisting of—
 - (i) activities within Lake Lothing to—
 - (aa) alter, clean, modify, dismantle, refurbish, reconstruct, remove, relocate or replace any work or structure (including lake walls);
 - (bb) carry out excavations and clearance, deepening, scouring, cleansing, dumping and pumping operations;
 - (cc) carry out dredging, which may include such dredging works as may be required to provide side slopes or otherwise secure the dredged area against siltation, scouring or collapse;
 - (dd) use, appropriate, sell, deposit or otherwise dispose of any materials (including liquids but excluding any wreck within the meaning of the

- Merchant Shipping Act 1995 ^{M16}) obtained in carrying out any such operations;
- (ee) remove and relocate any vessel or structure sunk, stranded, abandoned, moored or left (whether lawfully or not);
 - (ff) temporarily remove, alter, strengthen, interfere with, occupy and use the banks, bed, foreshore, waters and walls of the lake;
 - (gg) construct, place and maintain works and structures including piled fenders, protection piles and cofferdams; and
 - (hh) provide lighting, signage and aids to navigation,
- (ii) other works and development—
- (aa) to place, alter, divert, relocate, protect, remove or maintain services, plant and other apparatus and equipment belonging to statutory undertakers, utility companies and others in, under or above land, including mains, sewers, drains, pipes, cables, lights, cofferdams, fencing and other boundary treatments including bollards and security cameras;
 - (bb) embankments, viaducts, bridges, aprons, abutments, shafts, foundations, retaining walls, drainage works, outfalls, pollution control devices, pumping stations, culverts, wing walls, fire suppression system water tanks and associated plant and equipment, highway lighting and fencing; and
 - (cc) to alter the course of, or otherwise interfere with, navigable or non-navigable watercourses;
- (iii) such other works as may be necessary or convenient for the purposes of, or in connection with or in consequence of, the construction, maintenance, operation or use of the authorised development, including—
- (aa) works to divert, remove or replace apparatus, including mains, sewers, drains, pipes, conduits, cables, electrical substations and electrical lines; and
 - (bb) landscaping and other works to mitigate any adverse effect of the construction, maintenance and operation of the works or to benefit or protect any person or premises affected by the construction, maintenance and operation of the works; and
- (iv) activities to carry out works and development of whatever nature, as may be necessary or expedient for the purposes of, or for purposes associated with or ancillary to, the operation and maintenance of the authorised development; and
- (g) any other development within the meaning of section 32 (meaning of “development”) of the 2008 Act that is authorised by the Order.
- (3) The coordinates for the area of Lake Lothing within which the licence holder may carry out licensed activities except for the disposal of materials at sea are specified below and more particularly shown on the works plans—

<i>Point reference</i>	<i>Northing</i>	<i>Easting</i>
1	52.474911207	1.733489517
2	52.474849891	1.733838101
3	52.474859620	1.733843345
4	52.474284891	1.737130879
5	52.473912859	1.739236608

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

6	52.473894308	1.739340178
7	52.472403935	1.739857854
8	52.472377859	1.739259917
9	52.472651586	1.739120380
10	52.472715280	1.739125784
11	52.473064828	1.738231175
12	52.473243521	1.737535204
13	52.473977989	1.733117287

(4) The licence holder must ensure that dredged material approved for disposal at sea pursuant to condition 15(4) must be disposed of within the disposal site TH005 Lowestoft Circular North within the coordinates set out in the table below (or any other disposal site approved in writing by the MMO).

<i>Northing</i>	<i>Easting</i>
52.48163	1.7867
52.48161	1.786138
52.48156	1.785583
52.48147	1.785042
52.48135	1.784515
52.4812	1.784013
52.48102	1.783538
52.4808	1.783098
52.48056	1.782697
52.4803	1.782337
52.48002	1.782023
52.47971	1.781758
52.4794	1.781547
52.47907	1.78139
52.47873	1.78129
52.47839	1.781247
52.47804	1.781262
52.4777	1.781333
52.47737	1.781462
52.47705	1.781647
52.47674	1.781885
52.47644	1.782173

52.47617	1.782512
52.47592	1.782893
52.47569	1.783315
52.47549	1.783772
52.47532	1.784262
52.47518	1.784775
52.47508	1.78531
52.47501	1.78586
52.47497	1.78642
52.47497	1.78698
52.47501	1.78754
52.47508	1.78809
52.47518	1.788625
52.47532	1.789138
52.47549	1.789628
52.47569	1.790085
52.47592	1.790507
52.47617	1.790888
52.47644	1.791227
52.47674	1.791515
52.47705	1.791753
52.47737	1.791938
52.4777	1.792067
52.47804	1.792138
52.47839	1.792153
52.47873	1.79211
52.47907	1.79201
52.4794	1.791853
52.47971	1.791642
52.48002	1.791377
52.4803	1.791063
52.48056	1.790703
52.4808	1.790302
52.48102	1.789862
52.4812	1.789387

52.48135	1.788885
52.48147	1.788358
52.48156	1.787817
52.48161	1.787262

Commencement Information

I50 Sch. 12 para. 3 in force at 21.5.2020, see [art. 1](#)

Marginal Citations

M16 1995 c. 21

PART 2**CONDITIONS APPLYING TO CONSTRUCTION ACTIVITIES****Construction method statement**

4.—(1) The licence holder must submit a method statement, for approval by the MMO following consultation with the Environment Agency and the harbour authority, at least 13 weeks prior to the commencement of any construction activity.

(2) The method statement must include the following details—

- (a)** the detailed construction methodology to be employed by the licence holder in carrying out the construction activity;
- (b)** in the case of construction of the authorised development, the detailed dredging methodology to be employed by the licence holder and confirmation as to whether the dredging proposed is to be a capital dredging activity or a maintenance dredging activity;
- (c)** a programme of works including timings and durations, method of delivery of material to site and plant to be used during the works;
- (d)** a report of the consultation with the Environment Agency and the harbour authority carried out under sub-paragraph (1);
- (e)** provision that within the marine environment vibro piling techniques are to be used as standard, with percussive piling only used if required to drive a pile to its design depth. If percussive piling is necessary, soft-start procedures are to be used to ensure incremental increase in pile power, over a period of not less than 20 minutes, until full operational piling power is achieved; and where percussive piling ceases for a period longer than 10 minutes, the soft-start procedure must be repeated; and
- (f)** where dredged materials arising are intended to be disposed of at sea, the method statement must be accompanied by valid sediment sampling analysis pursuant to condition 15.

(3) The licence holder must not commence the construction activity concerned until the MMO has approved in writing the submitted method statement.

(4) The construction activity concerned must be carried out in accordance with the approved method statement, unless otherwise agreed in writing by the MMO.

Commencement Information

I51 Sch. 12 para. 4 in force at 21.5.2020, see [art. 1](#)

Post construction

5. The licence holder must remove all temporary structures, waste and debris associated with all construction activities within Lake Lothing within 4 weeks of completion of the final construction activity.

Commencement Information

I52 Sch. 12 para. 5 in force at 21.5.2020, see [art. 1](#)

PART 3

CONDITIONS APPLYING TO MAINTENANCE DREDGING TO BE UNDERTAKEN POST CONSTRUCTION

Maintenance dredging method statement

6.—(1) The licence holder must submit a method statement, for approval by the MMO following consultation with the Environment Agency and the harbour authority, at least 13 weeks prior to the commencement of any maintenance dredging activity that is to be carried out by the licence holder following completion of construction of the authorised development.

(2) The method statement must include the following details—

- (a) the detailed methodology to be employed by the licence holder in carrying out the maintenance dredging activity;
- (b) a programme of works including timings and durations and plant to be used during the maintenance dredging activity;
- (c) a report of the consultation with the Environment Agency and the harbour authority carried out under sub-paragraph (1); and
- (d) where dredged materials arising are intended to be disposed of at sea, the method statement must be accompanied by valid sediment sampling analysis pursuant to condition 15.

(3) The licence holder must not commence the maintenance dredging activity until the MMO has approved in writing the submitted method statement.

(4) The maintenance dredging activity must be carried out in accordance with the approved method statement, unless otherwise agreed in writing by the MMO.

Commencement Information

I53 Sch. 12 para. 6 in force at 21.5.2020, see [art. 1](#)

PART 4

CONDITIONS APPLYING TO ALL LICENSABLE ACTIVITIES INCLUDING CONSTRUCTION ACTIVITIES AND MAINTENANCE DREDGING ACTIVITIES

Notification of commencement and completion of construction activities only

- 7.—(1) The licence holder must—
- (a) inform the MMO local office in writing at least 5 days prior to the commencement of the first construction activity and within 5 days of completion of the final licensed construction activity;
 - (b) send copies of the notifications required under paragraph (a) to the MMO Marine Licensing Team within 5 days of the date of these notifications;
 - (c) send a notification of the commencement of works to the UK Hydrographic Office at least two weeks prior to the commencement of the works together with a request for confirmation as to whether an update of published nautical charts and marine safety information is required;
 - (d) send copies of the notifications required under paragraph (c) to the MMO Marine Licensing Team within 24 hours of issue;
 - (e) send a notification of the final completion of licensed activities to the Source Data Receipt team, UK Hydrographic Office, Taunton, Somerset, TA1 2DN (Email: sdr@ukho.gov.uk; Tel: 01823 337900) within two weeks of the date of final completion of the licensed activities;
 - (f) send a copy of the notification required under paragraph (e) to the MMO Licensing Team within one week of the notification being first issued;
 - (g) issue a notice to mariners at least 5 days prior to the commencement of the first construction activity and within 5 days of completion of the final construction activity, or, if the MMO agrees in writing, request that the harbour master issues the notice of mariners on its behalf; and
 - (h) send copies of the notifications required under paragraph (g) to the MMO Marine Licensing Team within 5 days of the date of these notifications.
- (2) Where impact piling is required as part of a construction method statement approved by the MMO under condition 4 the licence holder must—
- (a) prior to the commencement of a licensed activity in Lake Lothing which involves impact piling—
 - (i) submit details of the expected location, start and end dates of impact pile driving to the Marine Noise Registry in order to satisfy the ‘Forward Look’ requirements of the Registry; and
 - (ii) send copies of the notifications required under sub-paragraph (i) to the MMO Marine Licensing Team within 5 days of the date of these notifications; and
 - (b) within 12 weeks of completion of a licensed activity in Lake Lothing which involves impact piling—
 - (i) submit details of the expected location, start and end dates of impact pile driving to the Marine Noise Registry in order to satisfy the ‘Close Out’ requirements of the Registry; and

- (ii) send copies of the notifications required under sub-paragraph (i) to the MMO Marine Licensing Team within 5 days of the date of these notifications.

Commencement Information

I54 Sch. 12 para. 7 in force at 21.5.2020, see [art. 1](#)

Marine pollution contingency plan

8.—(1) The licence holder must submit a marine pollution contingency plan, for approval by the MMO, at least 13 weeks prior to the commencement of any construction activity.

(2) The marine pollution contingency plan must set out the licence holder's assessment of the likely risks which could arise as a result of a spill or collision during construction and maintenance of the authorised development and the methods and procedures the licence holder intends to put in place to address those risks.

(3) The licence holder must consult the Environment Agency and the harbour authority on the marine pollution contingency plan before submitting it to the MMO and must submit a report of the consultation undertaken at the same time as submitting the marine pollution contingency plan under sub-paragraph (1).

(4) The licence holder must not commence the construction activities until the MMO has approved in writing the submitted marine pollution contingency plan.

(5) The construction activities must be carried out in accordance with the approved marine pollution contingency plan, unless otherwise agreed in writing by the MMO.

Commencement Information

I55 Sch. 12 para. 8 in force at 21.5.2020, see [art. 1](#)

Vessels

9.—(1) The licence holder must notify the MMO Licensing Team in writing of any vessel being used to carry on any licensed activities on behalf of the licence holder.

(2) A notification under sub-paragraph (1) must—

- (a) be received by the MMO no less than 24 hours before the commencement of the relevant construction activity; and
- (b) include the name of the master of the vessel, the vessel type, the vessel IMO number and details of the vessel owner or operating company.

(3) The licence holder must ensure that a copy of this licence and any subsequent revisions or amendments have been read and understood by the master of any vessel being used to carry out any construction activities, and that a copy of this licence is held on board any such vessel.

Commencement Information

I56 Sch. 12 para. 9 in force at 21.5.2020, see [art. 1](#)

Concrete and cement

10.—(1) The licence holder must ensure that waste concrete, slurry or wash water from concrete or cement activities are not discharged, intentionally or unintentionally, into the marine environment.

(2) Unless otherwise agreed in writing by the MMO in approving a construction method statement under condition 4, the licence holder must contain and site concrete and cement mixing and washing areas away at least 10 metres away from Lake Lothing or any surface water drain to minimise the risk of run off entering Lake Lothing or any surface water drain.

(3) If concrete is to be sprayed, suitable protective sheeting must be provided to prevent rebounded or windblown concrete from entering the marine environment.

(4) Rebounded concrete material must be cleared away before protective sheeting is removed.

Commencement Information

I57 Sch. 12 para. 10 in force at 21.5.2020, see [art. 1](#)

Coatings and treatments

11. The licence holder must ensure that all coatings and treatments are suitable for use in the marine environment and are used in accordance with guidelines approved either by the Health and Safety Executive or by the Environment Agency.

Commencement Information

I58 Sch. 12 para. 11 in force at 21.5.2020, see [art. 1](#)

Spills, etc.

12. The licence holder must—

- (a) install bunding and/storage facilities to contain and prevent the release of, fuels, oils, and chemicals associated with plant, refuelling and construction equipment, into the marine environment;
- (b) use secondary containment with a capacity of no less than 110% of the container's storage capacity;
- (c) report any spill of oil, fuel or chemicals into the marine area to the MMO Marine Pollution Response Team, the harbour master and the Maritime and Coastguard Agency no later than 12 hours after the spill occurs; and
- (d) store all waste in designated areas that are isolated from surface water drains and open water and are bunded to contain any spillage.

Commencement Information

I59 Sch. 12 para. 12 in force at 21.5.2020, see [art. 1](#)

Scheme-wide written scheme of investigation

13. All licensed activities must be carried out in accordance with the scheme-wide written scheme of investigation.

Commencement Information

I60 Sch. 12 para. 13 in force at 21.5.2020, see [art. 1](#)

Dropped objects

14. All dropped objects must be reported to the MMO using the Dropped Object Procedure Form as soon as reasonably practicable and in any event within twenty four hours of the licence holder becoming aware of an incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the licence holder (such as side scan sonar), and the MMO may require obstructions to be removed from the seabed at the licence holder's expense, if it is reasonable to do so.

Commencement Information

I61 Sch. 12 para. 14 in force at 21.5.2020, see [art. 1](#)

Disposal at sea

15.—(1) Where dredged materials arising from a capital dredging activity or a maintenance dredging activity are intended to be disposed of at sea by the licence holder, the licence holder must submit to the MMO for its approval a sediment sampling plan request prior to the commencement of the capital dredging activity or maintenance dredging activity.

(2) A request for a sample plan under sub-paragraph (1) must include—

- (i) a detailed dredging methodology;
- (ii) dredge locations;
- (iii) dredge amounts (total and annual, if applicable);
- (iv) dredge depths;
- (v) duration of dredging activities;
- (vi) whether the dredge is a capital dredging activity or a maintenance dredging activity; and
- (vii) specific gravity of the material or material type.

(3) Where dredged materials arising from a maintenance dredging activity are intended to be disposed of by the licence holder, a sediment sampling plan is not required where valid analyses (carried out in accordance with an MMO-approved sample plan and undertaken by a laboratory validated by the MMO) is obtainable via the MMO's Public register.

(4) Any sediment sampling analyses undertaken by a laboratory validated by the MMO and approved by the MMO under sub-paragraph (1) is valid for a period of 3 years from the date when those analyses were undertaken.

Commencement Information

I62 Sch. 12 para. 15 in force at 21.5.2020, see [art. 1](#)

16. The licence holder must not dispose of any dredged materials at sea until written approval is provided by the MMO, such approval to be given at the same time as any approval of a method statement under condition 4 or condition 6.

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

Commencement Information

I63 Sch. 12 para. 16 in force at 21.5.2020, see [art. 1](#)

17. The licence holder must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive.

Commencement Information

I64 Sch. 12 para. 17 in force at 21.5.2020, see [art. 1](#)

18. The material to be disposed of within the disposal site referred to in condition 3(4) must be placed within the boundaries of that site.

Commencement Information

I65 Sch. 12 para. 18 in force at 21.5.2020, see [art. 1](#)

19. During the course of disposal at sea, material must be distributed evenly over the disposal site.

Commencement Information

I66 Sch. 12 para. 19 in force at 21.5.2020, see [art. 1](#)

PART 5

PROCEDURE FOR THE DISCHARGE OF CONDITIONS

Meaning of “application”

20. In this Part, “application” means a submission by the licence holder for approval by the MMO of any method statement, plan or samples under conditions 4, 6, 7 and 8.

Commencement Information

I67 Sch. 12 para. 20 in force at 21.5.2020, see [art. 1](#)

Further information regarding application

21. The MMO may request in writing such further information from the licence holder as is necessary to enable the MMO to consider the application.

Commencement Information

I68 Sch. 12 para. 21 in force at 21.5.2020, see [art. 1](#)

Determination of application

- 22.**—(1) In determining the application, the MMO may have regard to—
- (a) the application and any supporting information or documentation;
 - (b) any further information provided by the licence holder in accordance with paragraph 11; and
 - (c) such other matters as the MMO thinks relevant.
- (2) Having considered the application, the MMO must—
- (a) grant the application unconditionally;
 - (b) grant the application subject to the conditions the MMO thinks fit; or
 - (c) refuse the application.
- (3) In determining an application, the MMO may discharge its obligations under sub-paragraph (2)(a), (b) or (c) separately in respect of a part of the application only, where it is reasonable to do so.

Commencement Information

I69 Sch. 12 para. 22 in force at 21.5.2020, see [art. 1](#)

Notice of determination

- 23.**—(1) Subject to sub-paragraph (2) or (3), the MMO must give notice to the licence holder of the determination of the application within 13 weeks from the day immediately following that on which the application is received by the MMO, or as soon as reasonably practicable after that date.
- (2) Where the MMO has made a request under condition 21, the MMO must give notice to the licence holder of the determination of the application no later than 13 weeks from the day immediately following that on which the further information is received by the MMO, or as soon as reasonably practicable after that date.
- (3) Where the MMO determines it is not reasonably practicable to make a determination pursuant to sub-paragraph (1) or (2) in 13 weeks, it must notify the licence holder as soon as reasonably practicable and provide confirmation in writing of the intended determination date.
- (4) Where the MMO refuses the application the refusal notice must state the reasons for the refusal.

Commencement Information

I70 Sch. 12 para. 23 in force at 21.5.2020, see [art. 1](#)

SCHEDULE 13

Articles 35 and 58

PROTECTIVE PROVISIONS

PART 1**FOR THE PROTECTION OF ELECTRICITY,
GAS, WATER AND SEWERAGE UNDERTAKERS**

1. The provisions of this Part of this Schedule have effect for the protection of statutory undertakers unless otherwise agreed in writing between the undertaker and the statutory undertaker in question.

Commencement Information

I71 Sch. 13 para. 1 in force at 21.5.2020, see [art. 1](#)

2. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the statutory undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

- (a) in the case of a statutory undertaker within paragraph (a) of the definition of that term, electric lines or electrical plant (as defined in the Electricity Act 1989^{M17}), belonging to or maintained by the statutory undertaker for the purposes of electricity supply;
- (b) in the case of a statutory undertaker within paragraph (b) of the definition of that term, any mains, pipes or other apparatus belonging to or maintained by the statutory undertaker for the purposes of gas supply;
- (c) in the case of a statutory undertaker within paragraph (c) of the definition of that term—
 - (i) mains, pipes or other water apparatus belonging to or maintained by the statutory undertaker for the purposes of water supply; and
 - (ii) mains, pipes or other water apparatus that is the subject of an agreement to adopt made under section 51A of the Water Industry Act 1991^{M18}; and
- (d) in the case of a sewerage undertaker—
 - (i) any drain or works vested in the sewerage undertaker under the Water Industry Act 1991; and
 - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act^{M19},

and includes a sludge main, disposal main (within the meaning of section 219 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 in each case 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; and

“statutory undertaker” means—

- (a) any licence holder within the meaning of Part 1 (electricity supply) of the Electricity Act 1989;
- (b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986 ^{M20};
- (c) a water undertaker within the meaning of the Water Industry Act 1991; and
- (d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991,

for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

Commencement Information

I72 Sch. 13 para. 2 in force at 21.5.2020, see [art. 1](#)

Marginal Citations

M17 1989 c. 29.

M18 1991 c. 56. Section 51A was inserted by section 92(1) of the [Water Act 2003 \(c. 37\)](#), and subsequently amended by section 10(1) and (2) of the [Water Act 2014 \(c. 21\)](#).

M19 [Section 102\(4\)](#) was amended by section 96(1)(c) to (e) and (3) of the Water Act 2003. Section 104 was amended by sections 96(4) and 101(2) of, and Part 3 of Schedule 9 to, the Water Act 2003, section 42(3) of the [Flood and Water Management Act 2010 \(c. 29\)](#) and section 11(1) and (2) of, and paragraphs 2 and 91 of Schedule 7 to, the Water Act 2014.

M20 1986 c. 44. A new section 7 was substituted by section 5 of the [Gas Act 1995 \(c. 45\)](#), and was further amended by section 76 of the [Utilities Act 2000 \(c. 27\)](#) and Part 1 of Schedule 23 to the [Energy Act 2004 \(c. 20\)](#). There are further amendments to section 7 but none are relevant.

3. 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 Part 3 (street works in England and Wales) of the 1991 Act.

Commencement Information

I73 Sch. 13 para. 3 in force at 21.5.2020, see [art. 1](#)

4.—(1) Regardless of the temporary stopping up, alteration or diversion of streets under the powers conferred by article 11 (temporary stopping up and restriction of use of streets), a statutory undertaker is at liberty at all times to take all necessary access across any such street and to carry out and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the temporary stopping up, alteration or diversion was in that street.

(2) Where any street is stopped up under article 10 (permanent stopping up of streets and private means of access), any statutory 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 statutory undertaker legal easements reasonably satisfactory to the statutory undertaker in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of the statutory undertaker to require the removal of that apparatus under paragraph 6 or to carry out works under paragraph 8.

Commencement Information

I74 Sch. 13 para. 4 in force at 21.5.2020, see [art. 1](#)

5. Despite any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Commencement Information

I75 Sch. 13 para. 5 in force at 21.5.2020, see [art. 1](#)

6.—(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 over which access to any apparatus is enjoyed or requires that the statutory undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a statutory undertaker to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the statutory undertaker in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of carrying out 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 statutory undertaker in question 28 days' 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 a statutory undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (a), afford to the statutory 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.

(a) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the statutory undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably practicable use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(3) The obligation imposed on the statutory undertaker under sub-paragraph (2)(a) does not extend to the exercise by the statutory undertaker of any power to acquire any land or rights in land by compulsory purchase order.

(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 statutory undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 62 (arbitration).

(5) The statutory undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 62 (arbitration), and after the grant to the statutory undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (2)(a), 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 statutory undertaker in question that it desires itself to carry out any work, or part of any

work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being carried out by the statutory undertaker, may be carried out by the undertaker, with the prior written consent of the statutory undertaker (which must not be unreasonably withheld or delayed and is to be subject to any such conditions as are reasonable and proper to protect the apparatus) in accordance with plans and in a position agreed between the statutory undertaker and the undertaker or, in default of agreement, determined by arbitration in accordance with article 62 (arbitration), without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the statutory undertaker.

(7) In carrying out any work under sub-paragraph (6) the undertaker must comply with all statutory obligations which would have been applicable had the works been carried out by the statutory undertaker.

(8) Nothing in sub-paragraph (6) authorises the undertaker to carry out the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or carry out any filling around the apparatus (where the apparatus is laid in a trench) within 600 millimetres of the apparatus.

Commencement Information

I76 Sch. 13 para. 6 in force at 21.5.2020, see [art. 1](#)

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a statutory 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 must be granted upon such terms and conditions as may be agreed between the undertaker and the statutory undertaker in question or in default of agreement settled by arbitration in accordance with article 62 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in land of the undertaker, the arbitrator must—

- (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the new bridge and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker; and
- (b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to any apparatus constructed in, under, over or above the new bridge area for which the alternative apparatus is to be substituted.

(3) 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 statutory 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 statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Commencement Information

I77 Sch. 13 para. 7 in force at 21.5.2020, see [art. 1](#)

8.—(1) Not less than 28 days before starting the carrying out of any works authorised by this Order that will or may affect any apparatus the removal of which has not been required by the

undertaker under paragraph 6(2) or 6(6), the undertaker must submit to the statutory undertaker in question a plan, section and description of the works to be carried out.

(2) Those works must be carried out only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) 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 carrying out of those works.

(3) Any requirements made by a statutory undertaker under sub-paragraph (2) must be made within a period of 28 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a statutory undertaker in accordance with sub-paragraphs (2) and (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 4 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(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 carrying out of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(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 statutory undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

(7) Nothing in sub-paragraph (6) entitles the undertaker to carry out works to any apparatus but, upon receipt of notice from the undertaker, the statutory undertaker must proceed to carry out such works as may be required without unnecessary delay.

Commencement Information

I78 Sch. 13 para. 8 in force at 21.5.2020, see [art. 1](#)

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to the statutory undertaker in question the proper and reasonable expenses incurred by that statutory undertaker in, or in connection with the inspection, removal, relaying, replacing, alteration or protection of any apparatus under any provision of this Part of this Schedule (including any costs reasonably incurred or compensation properly paid in connection with the acquisition of facilities and rights or exercise of statutory powers for such apparatus) including the cutting off of any apparatus from any other apparatus or the making safe of any redundant apparatus as a consequence of the exercise by the undertaker of any power under this Order and the surveying of any land or works, the inspection, superintendence and monitoring of works or the removal of any temporary works reasonably necessary in consequence of the exercise of the undertaker of any power under this Order.

(2) The value of any apparatus removed under this Part of this Schedule is to be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in accordance with 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, 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 62 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the statutory undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a 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 a statutory undertaker in respect of works by virtue of sub-paragraph (1) must, 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 in question any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Commencement Information

I79 Sch. 13 para. 9 in force at 21.5.2020, see [art. 1](#)

10.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction, maintenance or failure of any of the works referred to in paragraph 6(2), any damage is caused to any 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 statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any statutory undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that statutory undertaker in making good such damage or restoring the supply; and
- (b) indemnify the statutory undertaker against all reasonable claims, penalties, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from, or reasonably and properly incurred by, the statutory undertaker,

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 a statutory undertaker, its officers, servants, contractors or agents.

(3) A statutory 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 which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

Commencement Information

I80 Sch. 13 para. 10 in force at 21.5.2020, see [art. 1](#)

11. If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed the undertaker must provide such alternative means of access to that apparatus as will enable the statutory undertaker to maintain or use the apparatus no less effectively than was possible before the obstruction.

Commencement Information

I81 Sch. 13 para. 11 in force at 21.5.2020, see [art. 1](#)

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

12.—(1) For the protection of any operator, the following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the Company and the operator.

(2) In this Part of this Schedule—

“the 2003 Act” means the Communications Act 2003 ^{M21};

“electronic communications apparatus” has the same meaning as in the electronic communications code ^{M22};

“the electronic communications code” has the same meaning as in section 106 (1) (application of the electronic communications code) of the 2003 Act ^{M23};

“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
- (b) an electronic communications network which the Secretary of State 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; and

“infrastructure system” has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 7(2) of that code; and

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

Commencement Information

I82 Sch. 13 para. 12 in force at 21.5.2020, see [art. 1](#)

Marginal Citations

M21 2003 c. 21.

M22 See paragraph 5 of Schedule 3A (the electronic communications code) to the [Communications Act 2003](#) (c. 21). Schedule 3A was inserted by Schedule 1 to the [Digital Economy Act 2017](#) (c. 30).

M23 [Section 106](#) was amended by section 104(3) to (9) of the [Digital Economy Act 2017](#).

13. The exercise of the powers of article 35 (statutory undertakers and utilities) is subject to Part 10 undertaker's works affecting electronic communications apparatus) of the electronic communications code.

Commencement Information

I83 Sch. 13 para. 13 in force at 21.5.2020, see [art. 1](#)

14.—(1) Subject to sub-paragraphs (2) to (3), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

- (a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or
- (b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

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

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Commencement Information

I84 Sch. 13 para. 14 in force at 21.5.2020, see [art. 1](#)

15. 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 62 (arbitration).

Commencement Information

I85 Sch. 13 para. 15 in force at 21.5.2020, see [art. 1](#)

16. 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 damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

Commencement Information

186 Sch. 13 para. 16 in force at 21.5.2020, see [art. 1](#)

PART 3

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

17. The following provisions of this Part of this Schedule apply for the protection of the Agency unless otherwise agreed in writing between the Environment Agency and the undertaker.

Commencement Information

187 Sch. 13 para. 17 in force at 21.5.2020, see [art. 1](#)

18. In this Part of this Schedule—

“the Agency” means the Environment Agency;

“completion” in relation to a specified work means the date on which it is brought into use;

“construction” includes execution, placing, altering, replacing, relaying, removal and excavation and “construct” and “constructed” have corresponding meanings;

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

“the fishery” means Lake Lothing;

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

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 8 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
- (b) affect the flow, purity or quality of water in Lake Lothing and any other watercourse or other surface waters or ground water;
- (c) cause obstruction to the free passage of fish or damage to the fishery;
- (d) affect the conservation, distribution or use of water resources; or
- (e) affect the conservation value of Lake Lothing and habitats in its immediate vicinity; and

“watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, basins, sewers and passages through which water flows except a public sewer.

Commencement Information

188 Sch. 13 para. 18 in force at 21.5.2020, see [art. 1](#)

19.—(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 30.

(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 in the discharge of its environmental and recreational 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) Without limiting sub-paragraph (3), the requirements which the Agency may have under that paragraph 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.

(6) Any specified work, and all protective works required by the Agency under sub-paragraph (4) must be constructed—

- (a) without unreasonable delay in accordance with the plan approved under this Schedule; and
- (b) to the reasonable satisfaction of the Agency,

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

(7) 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.

Commencement Information

189 Sch. 13 para. 19 in force at 21.5.2020, see [art. 1](#)

20. The undertaker must give to the Agency notice in writing of the commencement of any specified work not less than 14 days prior to its commencement and notice in writing of its completion not later than 7 days after such completion.

Commencement Information

190 Sch. 13 para. 20 in force at 21.5.2020, see [art. 1](#)

21.—(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 to the reasonable satisfaction of the Agency, 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) 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 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 (2) is properly applicable to any work in respect of which a 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 an emergency, exercise the powers conferred by sub-paragraph (2) until the dispute has been finally determined in accordance with paragraph 30.

Commencement Information

I91 Sch. 13 para. 21 in force at 21.5.2020, see [art. 1](#)

22.—(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 26, 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 compliance and any expenditure incurred by the Agency in so doing is to be 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 this Part of this Schedule the Agency may serve written notice requiring the undertaker to cease all or part of the specified works and 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 30.

(6) This paragraph does not apply to drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so.

Commencement Information

I92 Sch. 13 para. 22 in force at 21.5.2020, see [art. 1](#)

23. Subject to paragraph 26, 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.

Commencement Information

I93 Sch. 13 para. 23 in force at 21.5.2020, see [art. 1](#)

24. 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 48 hours of the undertaker becoming aware of such obstruction.

Commencement Information

I94 Sch. 13 para. 24 in force at 21.5.2020, see [art. 1](#)

25.—(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 26, 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 the fishery, the undertaker fails to take such steps as are described in a notice served pursuant to subparagraph (1), 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 26, in any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to a fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expense 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

Commencement Information

I95 Sch. 13 para. 25 in force at 21.5.2020, see [art. 1](#)

26.—(1) The undertaker must indemnify the Agency in respect of all reasonable costs, charges and expenses which the Agency may incur—

- (a) in the examination or approval of plans under this Part of this Schedule; or
- (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.

Commencement Information

I96 Sch. 13 para. 26 in force at 21.5.2020, see [art. 1](#)

27.—(1) The undertaker is responsible for and must indemnify the Agency against all costs and losses not otherwise provided for in this Part of this Schedule which may be incurred or suffered by the Agency by reason of—

- (a) the construction, operation or maintenance of any specified works comprised within the authorised development or the failure of any such works comprised within them; or
- (b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the authorised development or dealing with any failure of the authorised development.

(2) In sub-paragraph (1), “costs” include—

- (a) expenses and charges;
- (b) staff costs and overheads; and
- (c) legal costs.

(3) The undertaker must indemnify the Agency against all liabilities, claims and demands arising out of or in connection with the authorised development or works otherwise outside of the matters referred to in sub-paragraphs (1)(a) and (1)(b).

(4) In sub-paragraph (3)—

- (a) “claims” and “demands” include as applicable—
 - (i) costs (within the meaning of sub-paragraph (2)) incurred in connection with any claim or demand; and
 - (ii) any interest element of sums claimed or demanded; and
- (b) “liabilities” include—
 - (i) contractual liabilities;
 - (ii) tortious liabilities (including liabilities for negligence or nuisance);
 - (iii) liabilities to pay statutory compensation or for breach of statutory duty; and
 - (iv) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

Commencement Information

I97 Sch. 13 para. 27 in force at 21.5.2020, see [art. 1](#)

28. The Agency must give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise thereof is to be made without the agreement of the undertaker which agreement must not be unreasonably withheld.

Commencement Information

I98 Sch. 13 para. 28 in force at 21.5.2020, see [art. 1](#)

29. 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 does not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

Commencement Information

I99 Sch. 13 para. 29 in force at 21.5.2020, see [art. 1](#)

30. Any difference or dispute arising between the Agency and the undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the Agency and the undertaker, be determined by arbitration in accordance with article 62 (arbitration).

Commencement Information

I100 Sch. 13 para. 30 in force at 21.5.2020, see [art. 1](#)

PART 4

FOR THE PROTECTION OF RAILWAY INTERESTS

31. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail, and in the case of paragraph 45, any other person on whom rights or obligations are conferred by that paragraph.

Commencement Information

I101 Sch. 13 para. 31 in force at 21.5.2020, see [art. 1](#)

32. In this Part of this Schedule—

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

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

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of his powers under section 8 (licences) of the Railways Act 1993 ^{M24};

Changes to legislation: There are currently no known outstanding effects for the *The Lake Lothing (Lowestoft) Third Crossing Order 2020*. (See end of Document for details)

“Network Rail” means Network Rail Infrastructure Limited (company number 0204587, whose registered office is at 1 Eversholt Street, London, NW1 2DN) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 (meaning of “subsidiary” etc) of the Companies Act 2006 ^{M25}) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

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

“protective works” means any works specified by the engineer under paragraph 35(4);

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

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

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

“specified work” means so much of any of the authorised development as is or is to be situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

Commencement Information

I102 Sch. 13 para. 32 in force at 21.5.2020, see [art. 1](#)

Marginal Citations

M24 1993 c. 43. As amended by paragraphs 1 and 4 of Schedule 17 to the [Transport Act 2000 \(c. 38\)](#), [paragraphs 1](#) and 5 of Schedule 2 to the [Railways and Transport Safety Act 2003 \(c. 20\)](#), [paragraph 3](#) of Schedule 1, and Schedule 13, to the [Railways Act 2005 \(c. 14\)](#) and S.I. 2015/1682.

M25 2006 c. 46.

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

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

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

Commencement Information

I103 Sch. 13 para. 33 in force at 21.5.2020, see [art. 1](#)

34.—(1) The undertaker must not exercise the powers conferred by articles 4 (development consent etc granted by the Order), 10 (permanent stopping up of private means of access), 11 (temporary stopping up and restriction of use of streets), 12 (access to works) 14 (use of private roads for construction), 15 (discharge of water), 16 (protective works to buildings), 17 (authority to survey and investigate land) 18 (felling or lopping of trees), 19 (trees subject to tree preservation orders), 22 (compulsory acquisition of land), 26 (compulsory acquisition of rights, etc), 27 (acquisition of subsoil and airspace only), 28 (private rights over land), 29 (power to override easements and other rights), 30 (rights over or under streets), 33 (temporary use of land for carrying out the authorised development), 34 (temporary use of land for maintaining the authorised development), 35 (statutory undertakers and utilities), 36 (apparatus and rights of statutory undertakers and utilities in stopped up streets), 43 (maintenance of authorised development) and 44 (subsidiary works and operations in Lake Lothing) or the powers conferred by section 11(3) (powers of entry) of the 1965 Act or the 1981 Act as applied or modified by this Order in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

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

(3) The undertaker must not exercise the powers conferred by sections 271 (extinguishment of rights of statutory undertakers: preliminary notices) or 272^{M26} (extinguishment of rights of electronic communications code operators: preliminary notices) of the 1990 Act or article 35 (statutory undertakers and utilities) in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over any railway property except with the consent of Network Rail.

(5) Where Network Rail is asked to give its consent under this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions.

Commencement Information

I104 Sch. 13 para. 34 in force at 21.5.2020, see [art. 1](#)

Marginal Citations

M26 [Section 272](#) was amended by paragraph 103(1) and (2) of Schedule 17 to the [Communications Act 2003](#) (c. 21).

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

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

days the engineer has not intimated approval or disapproval, the engineer is to be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

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

Commencement Information

I105 Sch. 13 para. 35 in force at 21.5.2020, see [art. 1](#)

36.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 35(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 35;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic on it and the use by passengers of railway property.

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

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

Commencement Information

I106 Sch. 13 para. 36 in force at 21.5.2020, see [art. 1](#)

37. The undertaker must—

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

Commencement Information

I107 Sch. 13 para. 37 in force at 21.5.2020, see [art. 1](#)

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

Commencement Information

I108 Sch. 13 para. 38 in force at 21.5.2020, see [art. 1](#)

39.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work or a protective work, or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railways of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work or a protective work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work or the protective work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work or protective is to be constructed, Network Rail must assume construction of that part of the specified work or the protective work and the undertaker must, regardless of any such approval of a specified work or the protective work under paragraph 35(2) pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work or protective work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 40(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

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

Commencement Information

I109 Sch. 13 para. 39 in force at 21.5.2020, see [art. 1](#)

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

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 35(3) or in constructing any protective works under the provisions of paragraph 35(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work or a protective work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watchkeepers and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work or a protective work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or a protective work or from the substitution of diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work or a protective work.

Commencement Information

I110 Sch. 13 para. 40 in force at 21.5.2020, see [art. 1](#)

41.—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

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

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail's apparatus carried out after approval of plans under paragraph 35(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

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

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must

continue to consult with Network Rail (both before and after formal submission of plans under paragraph 35(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified under to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified under to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 39(1) has effect subject to this sub-paragraph.

(6) If at any time prior to the completion of the authorised development and regardless of any measures adopted under sub-paragraph (3), the testing or commissioning of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(8) Where Network Rail approves modifications to Network Rail's apparatus under sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and
- (b) any modifications to Network Rail's apparatus approved under those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 36.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 45(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 40(a) any modifications to Network Rail's apparatus under this paragraph are deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 62 (arbitration) to the Institution of Civil Engineers is to be read as a reference to the Institution of Engineering and Technology.

Commencement Information

I111 Sch. 13 para. 41 in force at 21.5.2020, see [art. 1](#)

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

Commencement Information

I112 Sch. 13 para. 42 in force at 21.5.2020, see [art. 1](#)

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

Commencement Information

I113 Sch. 13 para. 43 in force at 21.5.2020, see [art. 1](#)

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

Commencement Information

I114 Sch. 13 para. 44 in force at 21.5.2020, see [art. 1](#)

45.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction or maintenance of a specified work or a protective work or the failure thereof; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work or a protective work,

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

(2) Network Rail must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of such a claim or demand must be made without the prior consent of the undertaker.

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

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

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

(6) In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or protective work or any such act or omission as mentioned in sub-paragraph (1); and

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

Commencement Information

I115 Sch. 13 para. 45 in force at 21.5.2020, see [art. 1](#)

46. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 45) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made under this Part of this Schedule (including any claim relating to those relevant costs).

Commencement Information

I116 Sch. 13 para. 46 in force at 21.5.2020, see [art. 1](#)

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

Commencement Information

I117 Sch. 13 para. 47 in force at 21.5.2020, see [art. 1](#)

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

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

Commencement Information**I118** Sch. 13 para. 48 in force at 21.5.2020, see [art. 1](#)

49. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part 1 (the provision of railway services) of the Railways Act 1993.

Commencement Information**I119** Sch. 13 para. 49 in force at 21.5.2020, see [art. 1](#)

50. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 49 (transfer of benefit of Order, etc.) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

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

Commencement Information**I120** Sch. 13 para. 50 in force at 21.5.2020, see [art. 1](#)

51. The undertaker must no later than 28 days from the date that the documents submitted to and certified by the Secretary of State in accordance with article 60 (certification of documents) are certified by the Secretary of State, provide a set of those documents to Network Rail in the form of a computer disc with read only memory.

Commencement Information**I121** Sch. 13 para. 51 in force at 21.5.2020, see [art. 1](#)

52. In relation to any dispute arising under this Part of this Schedule that is referred to arbitration in accordance with article 62 (arbitration), the process referred to in article 62(2) must be varied by the arbitrator where Network Rail demonstrates to the arbitrator's reasonable satisfaction that Network Rail is unable (acting reasonably) to comply with the process due to timing constraints that may arise for Network Rail in—

- (a) obtaining clearance conditions;
- (b) obtaining any engineering, regulatory or stakeholder (internal or external) consent; or
- (c) assessing any matter of concern with regard to the safe operation of Network Rail's railway,

the variation being to the extent reasonably necessary so that Network Rail is able (acting reasonably) to comply with that process.

Commencement Information

I122 Sch. 13 para. 52 in force at 21.5.2020, see [art. 1](#)

PART 5

FOR THE PROTECTION OF THE HARBOUR AUTHORITY

53. For the protection of the harbour authority the provisions of this Part of this Schedule, have effect unless otherwise agreed in writing.

Commencement Information

I123 Sch. 13 para. 53 in force at 21.5.2020, see [art. 1](#)

54. In this Part of this Schedule—

“accumulation” means any accumulation of silt or other material (including any materials used to construct the authorised development) which constitutes an impediment to navigation at or in the approaches to Lowestoft Harbour;

“erosion” means any erosion of the bed or banks of the lake or any quay or jetty or other structure of whatever nature within Lowestoft Harbour;

“plans” includes sections, descriptions, drawings, specifications, proposed method statements and hydraulic information, including but not limited to information as to the discharge of water and materials;

“port land” means any land in Lowestoft Harbour held by the harbour authority for the purposes of its statutory undertaking; and

“specified work” means any tidal work or any other work or operation authorised by this Order on port land or which may affect port land or navigation in respect of Lowestoft Harbour of the functions or the harbour authority in relation to the operation of Lowestoft Harbour.

Commencement Information

I124 Sch. 13 para. 54 in force at 21.5.2020, see [art. 1](#)

55.—(1) The undertaker must not, under the powers conferred by this Order, temporarily possess, acquire or use, or acquire new rights over, port land without the consent of the harbour authority.

(2) The undertaker must not exercise the powers conferred by article 17 (authority to survey and investigate land) or the powers conferred by section 11(3) (powers of entry) of the 1965 Act in respect of any port land without the consent of the harbour authority.

(3) The powers conferred by article 29 (power to override easements and other rights) do not apply to any rights held by the harbour authority for the purpose of its statutory undertaking, except with the consent of the harbour authority.

(4) The consent of the harbour authority under this paragraph must not be unreasonably withheld but may be given subject to reasonable conditions.

(5) If the harbour authority fails to express its refusal or approval of any request for a consent under—

- (a) sub-paragraph (1) in respect of temporary possession powers;
- (b) sub-paragraph (2); or
- (c) sub-paragraph (3),

within 30 days of such a request having been delivered to it, and the harbour authority has not requested an extension of time to give its consent from the undertaker prior to the expiration of the 30 days which the undertaker has granted, acting reasonably, such a request is deemed to have been refused by the harbour authority.

(6) If the harbour authority fails to express its approval of any request for a consent under sub-paragraph (1), (2) or (3) at the expiration of the extension of time granted by the undertaker under sub-paragraph (5), such a request is deemed to have been refused by the harbour authority.

Commencement Information

I125 Sch. 13 para. 55 in force at 21.5.2020, see [art. 1](#)

56.—(1) At least 56 days before commencing the construction or maintenance of any specified work, the undertaker must submit to the harbour authority plans of that work for its approval.

(2) Any approval of the harbour authority under this paragraph—

- (a) must not be unreasonably withheld;
- (b) may be given subject to such reasonable requirements as the harbour authority may make for the protection of Lowestoft Harbour and navigation within Lowestoft Harbour and the approaches to Lowestoft Harbour, including a requirement for the undertaker to carry out protective works at its own expense; and
- (c) must not restrict the powers granted to the undertaker under this Order where such powers do not affect the harbour authority's undertaking.

(3) The undertaker must carry out any specified work and any protective works required under sub-paragraph (2)(b) in accordance with the plans approved under sub-paragraph (1) or settled under article 62 (arbitration).

(4) If the harbour authority fails to express its refusal or approval of any plans or arrangements within 30 days after they have been delivered to it under sub-paragraph (1) and the harbour authority has not requested an extension of time to give its consent from the undertaker prior to the expiration of the 30 days which the undertaker has granted, acting reasonably, it is deemed to have refused them.

(5) If the harbour authority fails to express its approval of any plans or arrangements delivered to it under sub-paragraph (1) at the expiration of the extension of time granted by the undertaker under sub-paragraph (4), such a request is deemed to have been refused by the harbour authority.

Commencement Information

I126 Sch. 13 para. 56 in force at 21.5.2020, see [art. 1](#)

57. The undertaker must at all reasonable times during construction of a specified work allow the harbour authority, its servants and agents, access to such work and all reasonable facilities for inspection of any such work subject always to the reasonable stipulations of the undertaker relating to delay to construction, health, safety, security and confidentiality.

Commencement Information

I127 Sch. 13 para. 57 in force at 21.5.2020, see [art. 1](#)

58.—(1) After the purpose of any temporary works has been accomplished the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from the harbour authority requiring the undertaker so to do, remove any such temporary works or any materials relating to them which may have been placed on port land or below the level of high water within Lowestoft Harbour or the approaches to Lowestoft Harbour by or on behalf of the undertaker, and make good the land upon which the temporary works took place to the reasonable satisfaction of the harbour authority.

(2) If the undertaker fails to do so within a reasonable period after receiving such notice, the harbour authority may remove the same and may recover the reasonable costs of doing so from the undertaker.

Commencement Information

I128 Sch. 13 para. 58 in force at 21.5.2020, see [art. 1](#)

59.—(1) If during the construction of a tidal work or after the completion of that work and wholly or partly in consequence of its construction there is caused or created an accumulation or erosion the undertaker, if so requested by the harbour authority acting reasonably, must remedy such accumulation or erosion to the extent attributable to such construction and, if it refuses or fails to do so as soon as reasonably practicable, the harbour authority may itself cause the work to be done and may recover the reasonable cost of doing so from the undertaker.

(2) For the purposes of sub-paragraph (1)—

- (a) in the case of an accumulation, the remedy must be its removal; and
- (b) in the case of erosion, the remedy must be the carrying out of such reconstruction works and other protective works or measures as the harbour authority reasonably requires.

(3) In the event that surveys, inspection, tests and sampling carried out pursuant to paragraph 64(1)(b) establish that such accumulation or erosion would have been caused in any event by factors other than construction of a tidal work, the undertaker is liable to remedy such accumulation or erosion only to the extent that the same is attributable to such construction.

Commencement Information

I129 Sch. 13 para. 59 in force at 21.5.2020, see [art. 1](#)

60. The undertaker must pay to the harbour authority the reasonable costs of—

- (a) alterations to aids to navigation (including navigation marks or lights) owned by the harbour authority;
- (b) laying down moorings or buoys; or
- (c) carrying out any dredging operations in relation to sub-paragraphs (a) and (b),

as may be necessary in consequence of the construction of a tidal work.

Commencement Information**I130** Sch. 13 para. 60 in force at 21.5.2020, see [art. 1](#)

61. The undertaker must, at or near a specified work, exhibit such lights, lay down such buoys, display such navigational markings and take such other steps for preventing danger to navigation as the harbour authority may from time to time reasonably require.

Commencement Information**I131** Sch. 13 para. 61 in force at 21.5.2020, see [art. 1](#)

62. The undertaker must comply with any reasonable directions issued from time to time by the harbour master with regard to the lighting of a specified work or the screening of such lighting so as to ensure that it is not a hazard to navigation in Lowestoft Harbour.

Commencement Information**I132** Sch. 13 para. 62 in force at 21.5.2020, see [art. 1](#)

63.—(1) If any tidal work of which the undertaker is in possession in exercise of any of the powers conferred by this Order is abandoned or falls into decay, insofar as it affects or otherwise impacts upon the operation of Lowestoft Harbour or navigation in the approaches to Lowestoft Harbour, the harbour authority may by notice in writing require the undertaker to take such reasonable steps as may be specified in the notice either to repair or restore the work, or any part of it, or to remove the work and (to such extent as the harbour authority may reasonably requires) to restore the site to its former condition.

(2) If any tidal work is in such condition that it is, or is likely to become, a danger to or an interference with navigation, the harbour authority may by notice in writing require the undertaker to take such reasonable steps as may be specified in the notice—

- (a) to repair and restore the work or part of it; or
- (b) if the undertaker so elects, to remove the tidal work and (to such extent as the harbour authority reasonably requires) to restore the site to its former condition.

(3) If after such reasonable period as may be specified in a notice under this paragraph the undertaker has failed to begin taking steps to comply with the requirements of the notice, or after beginning to take such steps has failed to make reasonably expeditious progress towards effecting compliance with the requirements of the notice, the harbour authority may carry out the works specified in the notice and any expenditure reasonably incurred by it in so doing is recoverable from the undertaker.

(4) In the event of a difference or dispute between the undertaker and the harbour authority as to the necessity of any steps or works specified in a notice by the harbour authority under this paragraph, such difference or dispute must be determined by arbitration in accordance with article 62 (arbitration).

Commencement Information**I133** Sch. 13 para. 63 in force at 21.5.2020, see [art. 1](#)

64.—(1) Without limiting the other provisions of this Part, the undertaker is to be responsible for, and must make good to the harbour authority, all losses, costs, charges, damages and expenses however caused which may reasonably be incurred by or occasioned to the harbour authority by reason of or arising from or in connection with—

- (a) the perusal of plans and navigation schemes and the inspection of a specified work by the harbour authority or its duly authorised representative;
- (b) the carrying out of surveys, inspections, tests and sampling within Lowestoft Harbour and the approaches to Lowestoft Harbour—
 - (i) to establish the marine conditions prevailing prior to the construction of any of the tidal works in such area of Lowestoft Harbour as the harbour authority has reasonable cause to believe may subsequently be affected by any accumulation or erosion which the undertaker is liable to remedy under paragraph 59; and
 - (ii) where the harbour authority has reasonable cause to believe that the construction of any of the tidal works is causing or has caused any such accumulation or erosion;
- (c) any update of the navigation risk assessment relating to Lowestoft Harbour in consequence of paragraph 11(4) (navigation risk assessment) of Schedule 2 to the extent that it is required as a consequence of any variation to, or replacement of, the Scheme of Operation proposed by the undertaker or the harbour authority under article 41 (operation of the new bridge) or as a result of the operation of the new bridge generally;
- (d) any variation to or replacement of the Scheme of Operation proposed by the undertaker or harbour authority under article 41;
- (e) the harbour authority responding to a request for consultation, agreement, approval or consent pursuant to any provision of this Order;
- (f) the construction, maintenance or failure of a specified work, or the undertaking by the harbour authority of works or measures to prevent or remedy danger or impediment to navigation, or damage to port land arising from such construction, maintenance or failure, including but not limited to—
 - (i) any additional costs of dredging incurred by the harbour authority as a result of contamination of the lakebed caused by the construction or maintenance of the specified work;
 - (ii) damage to any plant or equipment belonging to the harbour authority and located on port land, or to any port land or building on port land, that is caused by the construction, maintenance or failure of a specified work; and
 - (iii) the failure of the new bridge to open fully; and
- (g) any act or omission of the undertaker or its servants or agents whilst engaged in the construction or maintenance of a specified work or in the act of operating the opening mechanism of the new bridge to enable it to open fully, save where such acts or omissions are undertaken by the harbour authority.

(2) Without limiting the generality of sub-paragraph (1), the undertaker must indemnify the harbour authority from and against all claims and demands arising out of, or in connection with, such construction, maintenance or failure or act or omission as is mentioned in that sub-paragraph.

(3) Nothing in this paragraph imposes any liability on the undertaker to the extent that any losses, costs, charges, damages, expenses, claims or demands referred to in sub-paragraph (2) are attributable to negligence on the part of the harbour authority or of any person in its employ or of its contractors or agents, including negligence in the course of operating the opening mechanism of the new bridge.

(4) The harbour authority must give to the undertaker notice in writing of any claim or demand for which the undertaker may be liable under this paragraph and no settlement or compromise of any such claim or demand may be made without the consent in writing of the undertaker.

Commencement Information

I134 Sch. 13 para. 64 in force at 21.5.2020, see [art. 1](#)

65. The fact that any work or thing has been executed or done with the consent of the harbour authority and in accordance with any conditions or restrictions prescribed by the harbour authority or in accordance with any plans approved or deemed to be approved by the harbour authority or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under the provisions of this Part.

Commencement Information

I135 Sch. 13 para. 65 in force at 21.5.2020, see [art. 1](#)

66. Save to the extent expressly provided for nothing in this Order affects prejudicially any statutory or other rights, powers or privileges vested in, or enjoyed by, the harbour authority or the harbour master at the date of this Order coming into force.

Commencement Information

I136 Sch. 13 para. 66 in force at 21.5.2020, see [art. 1](#)

67. With the exception of any duty owed by the harbour authority to the undertaker, nothing in this Order is to be construed as imposing upon the harbour authority any duty or liability to which the harbour authority would not otherwise be subject.

Commencement Information

I137 Sch. 13 para. 67 in force at 21.5.2020, see [art. 1](#)

68. Any difference or dispute arising under this Part must, unless otherwise agreed in writing between the undertaker and the harbour authority, be determined by arbitration in accordance with article 62 (arbitration).

Commencement Information

I138 Sch. 13 para. 68 in force at 21.5.2020, see [art. 1](#)

PART 6

FOR THE PROTECTION OF ANGLIAN WATER

69. The following provisions of this Part of this Schedule have effect for the protection of Anglian Water unless otherwise agreed in writing between the undertaker and Anglian Water.

Commencement Information

I139 Sch. 13 para. 69 in force at 21.5.2020, see [art. 1](#)

70. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

“apparatus” means—

- (a) any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;
- (b) any drain or works vested in Anglian Water under the Water Industry Act 1991; and
- (c) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) ^{M27} (adoption of sewers and disposal works) of the Water Industry Act 1991 or an agreement to adopt made under section 104 ^{M28} (agreements to adopt sewer, drain or sewage disposal works, at future date) of that Act,

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

“plan” includes sections, drawings, specifications and method statements.

Commencement Information

I140 Sch. 13 para. 70 in force at 21.5.2020, see [art. 1](#)

Marginal Citations

M27 [Section 102\(4\)](#) was amended by section 96(1) of the [Water Act 2003 \(c. 37\)](#) and paragraphs 2 and 90 of Schedule 7 to the [Water Act 2014 \(c. 21\)](#).

M28 [Section 104](#) was amended by section 96(1) of, and Part 3 of Schedule 9 to, the [Water Act 2003](#), section 42(3) of the [Flood and Water Management Act 2010 \(c. 29\)](#) and section 11(1) and (2) of the [Water Act 2014](#).

71. The undertaker must not interfere with, build over or near to any apparatus within the Order land or carry out the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or carry out any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus—

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

unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

Commencement Information

I141 Sch. 13 para. 71 in force at 21.5.2020, see [art. 1](#)

72. The alteration, extension, removal or re-location of any apparatus must not be implemented until—

- (a) any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2016^{M29} or other legislation and any other associated consents are obtained by the undertaker, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and
- (b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be carried out only in accordance with the plan and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

Commencement Information

I142 Sch. 13 para. 72 in force at 21.5.2020, see [art. 1](#)

Marginal Citations

M29 [S.I. 2016/1154](#).

73. In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, an alteration or extension must not take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus.

Commencement Information

I143 Sch. 13 para. 73 in force at 21.5.2020, see [art. 1](#)

74. Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement with Anglian Water, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker must, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 62 (arbitration).

Commencement Information

I144 Sch. 13 para. 74 in force at 21.5.2020, see [art. 1](#)

75. If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker must provide such alternative means of access to

such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

Commencement Information

I145 Sch. 13 para. 75 in force at 21.5.2020, see [art. 1](#)

76. If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the undertaker, notification of the location of such assets must immediately be given to Anglian Water and afforded the same protection as other Anglian Water assets.

Commencement Information

I146 Sch. 13 para. 76 in force at 21.5.2020, see [art. 1](#)

77. If for any reason or in consequence of the construction of any of the works referred to in paragraphs 72 to 74 and 76 above any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

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

Commencement Information

I147 Sch. 13 para. 77 in force at 21.5.2020, see [art. 1](#)

PART 7

FOR THE PROTECTION OF CADENT GAS LIMITED

Application

78. For the protection of Cadent, the provisions in this Part of this Schedule have effect, unless otherwise agreed in writing between the Cadent and the undertaker.

Commencement Information

I148 Sch. 13 para. 78 in force at 21.5.2020, see [art. 1](#)

Interpretation

79. In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of Cadent to enable the 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 Cadent for the purposes of gas supply; together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of Cadent 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 development” has the same meaning as in article 2 (interpretation) of the Order and (unless otherwise specified) for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development;

“commence” has the same meaning as in article 2 of the Order and “commencement” is to be construed accordingly, and for the purpose of this Part of this Schedule only includes any below ground surveys, monitoring or operations or receipt and erection of construction plant within 15 meters of any apparatus;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

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

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, requires the undertaker to submit for Cadent's approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

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

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

“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 constructed; and

“specified works” means any part of the authorised development which—

- (a) is or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 84(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 84(2) or otherwise; or
- (c) includes any activity that is referred to in paragraph 8 of T/SP/SSW/22 (Cadent'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/SSW/22”).

Commencement Information

I149 Sch. 13 para. 79 in force at 21.5.2020, see [art. 1](#)

On Street Apparatus

80.—(1) Except for paragraphs 81, 86, 87 and 88, which apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent, and paragraphs 84 and 85 insofar as sub-paragraph (2) applies, the other provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

(2) Paragraphs 84 and 85 of this Part of this Schedule apply to diversions even if the 1991 Act is applicable, in circumstances where any apparatus is diverted from its current alignment, but is not wholly replaced within the existing adopted public highway.

Commencement Information

I150 Sch. 13 para. 80 in force at 21.5.2020, see [art. 1](#)

Apparatus of Cadent in stopped up streets

81.—(1) Without prejudice to the generality of any other protection afforded to Cadent elsewhere in the Order, where any street is stopped up under article 10 (permanent stopping up of streets and private means of access), if Cadent has any apparatus in the street or accessed via that street Cadent is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Cadent, or must procure the granting to Cadent of, legal easements reasonably satisfactory to Cadent in respect of such apparatus and access to it prior to the stopping up of any such street or highway.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 11 (temporary stopping up and restriction of use of streets), Cadent is at liberty at all times to take all necessary access across any such stopped up highway or 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.

(3) The provisions of this Part of this Schedule apply and take precedence over article 36 (apparatus and rights of statutory undertakers and utilities in stopped up streets).

Commencement Information

I151 Sch. 13 para. 81 in force at 21.5.2020, see [art. 1](#)

Protective works to buildings

82. The undertaker, in the case of the powers conferred by article 16 (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 Cadent.

Commencement Information

I152 Sch. 13 para. 82 in force at 21.5.2020, see [art. 1](#)

Acquisition of land

83.—(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, except with the agreement of Cadent—

- (a) acquire any interest in or right over land, or any apparatus belonging to Cadent;
- (b) override any easement or other interest of Cadent by the imposition of restrictive covenants or otherwise; or
- (c) appropriate or use the subsoil of any street which contains the apparatus of Cadent.

(2) Prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between Cadent and the undertaker) that is subject to the requirements of this Part of this Schedule that causes any conflict with or breach the terms of any existing easement or other legal or land interest of Cadent or affects the provisions of any existing enactment or agreement regulating the relations between Cadent and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Cadent reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by Cadent, and it must be 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 part of the authorised development.

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

(4) Any agreement or consent granted by Cadent under paragraph 86 or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

Commencement Information

I153 Sch. 13 para. 83 in force at 21.5.2020, see [art. 1](#)

Removal of apparatus

84.—(1) If, in the exercise of the agreement reached in accordance with paragraph 83 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 Cadent 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 Cadent in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of constructing any part of the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Cadent to its satisfaction (taking into account paragraph 85(1)) the necessary facilities and rights—

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

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent must, on receipt of a written notice to that effect from the undertaker, take such reasonable steps to seek to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, with the undertaker's assistance if required by Cadent, save that this obligation does not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it elects to so do.

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

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

Commencement Information

I154 Sch. 13 para. 84 in force at 21.5.2020, see [art. 1](#)

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be removed the terms and conditions to which those facilities and rights are subject in the matter may be referred to arbitration in accordance with paragraph 92 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Commencement Information

I155 Sch. 13 para. 85 in force at 21.5.2020, see [art. 1](#)

Retained apparatus: protection

86.—(1) Not less than 56 days (or such time period as may be agreed between Cadent and the undertaker) before the commencement of any specified works the undertaker must submit to Cadent a plan or plans and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan or plans to be submitted to Cadent under sub-paragraph (1) must include a method statement which describes—

- (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 works to which sub-paragraphs (1) and (2) apply until Cadent has given written approval of the plan so submitted.
- (4) Any approval of Cadent required under sub-paragraph (2)—
- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and
 - (b) must not be unreasonably withheld.
- (5) In relation to any work to which sub-paragraph (1) or (2) applies, Cadent may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage 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 only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and Cadent and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5) or (7) by Cadent for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Cadent is entitled to watch and inspect the execution of those works.
- (7) Where Cadent requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and Cadent must give 56 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).
- (8) If Cadent 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 78 to 80 and 83 to 85 apply as if the removal of the apparatus had been required by the undertaker under paragraph 84(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 unless otherwise agreed by Cadent and the undertaker before commencing the execution of the authorised 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 Cadent notice as soon as is reasonably practicable and a plan of those works and must—
- (a) comply with sub-paragraphs (5), (6) and (7) insofar 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 part of the authorised development the undertaker must comply with Cadent'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”.

(12) As soon as reasonably practicable after any ground subsidence event, identified in the light of monitoring required in sub-paragraph (1) or which otherwise becomes apparent, attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 87.

Commencement Information

I156 Sch. 13 para. 86 in force at 21.5.2020, see [art. 1](#)

Expenses

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

- (a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the acquisition of rights or the exercise of statutory powers for alternative apparatus including without limitation all costs incurred by Cadent as a consequence of Cadent—
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 84(3); or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Cadent;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 92 to be necessary, then, if such placing involves cost in the construction of works to apparatus or alternative apparatus under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent by virtue of sub-paragraph (1) must be reduced by the amount of that excess save 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 due either to unavailability of a like for like replacement or as a result of changes in policy or regulations rendering the original apparatus inappropriate, unacceptable or obsolete, 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 the existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus,
- (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 Cadent in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than seven years and six months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount that represents that benefit.

Commencement Information

1157 Sch. 13 para. 87 in force at 21.5.2020, see [art. 1](#)

Indemnity

88.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works to apparatus or alternative apparatus 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 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 Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker must—

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

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or

under its supervision must not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not accord with the approved plan.

- (3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—
- (a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents; and
 - (b) any part of the authorised development or any other works authorised by this Part of this Schedule carried out by Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 (benefit of order granting development consent) of the 2008 Act or article 49 (transfer of benefit of order, etc.) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this paragraph (b) are subject to the full terms of this Part of this Schedule including this paragraph.

(4) Cadent 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 undertaker and considering its representations.

Commencement Information

I158 Sch. 13 para. 88 in force at 21.5.2020, see [art. 1](#)

Enactments and agreements

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

Commencement Information

I159 Sch. 13 para. 89 in force at 21.5.2020, see [art. 1](#)

Co-operation

90.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or Cadent requires the removal of apparatus under paragraph 84(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 86, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent's undertaking and Cadent must use its best endeavours to co-operate with the undertaker for that purpose.

(2) Whenever Cadent'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.

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

Commencement Information

I160 Sch. 13 para. 90 in force at 21.5.2020, see [art. 1](#)

Access

91. If in consequence of the agreement reached in accordance with paragraph 83(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Commencement Information

I161 Sch. 13 para. 91 in force at 21.5.2020, see [art. 1](#)

Arbitration

92. Any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 62 (arbitration).

Commencement Information

I162 Sch. 13 para. 92 in force at 21.5.2020, see [art. 1](#)

SCHEDULE 14

Article 60

DOCUMENTS TO BE CERTIFIED

Commencement Information

I163 Sch. 14 in force at 21.5.2020, see [art. 1](#)

(1) Document	(2) Description
book of reference	The book of reference contained in document reference [SCC/LLTC/EX/ [F5183]].
classification of roads plan	The classification of roads plan revision number P01 contained in document reference [SCC/LLTC/EX/136].
drainage strategy	The drainage strategy contained in document reference [SCC/LLTC/EX/168].
engineering section drawings and plans	The engineering section drawings and plans revision number P0 contained in document reference 2.9 subject to the substitutions set out below:

- (a) Key Plan revision number P01 contained in document reference [SCC/LLTC/EX/140];
- (b) Mainline Key Plan revision number P01 contained in document reference [SCC/LLTC/EX/141];
- (c) Mainline Sheet 1 revision number P01 contained in document reference [SCC/LLTC/EX/142];
- (d) Mainline Sheet 2 revision number P02 contained in document reference [SCC/LLTC/EX/143];
- (e) Side Roads Key Plan revision number P01 contained in document reference [SCC/LLTC/EX/144];
- (f) Side Roads Sheet 5 revision number P01 contained in document reference [SCC/LLTC/EX/145];
- (g) Side Roads Sheet 6 revision number P01 contained in document reference [SCC/LLTC/EX/146];
- (h) Side Roads Sheet 7 revision number P01 contained in document reference [SCC/LLTC/EX/147];
- (i) Side Roads Sheet 8 revision number P01 contained in document reference [SCC/LLTC/EX/148]; and
- (j) Side Roads Sheet 9 revision number P01 contained in document reference [SCC/LLTC/EX/[^{F6}148]].

environmental statement

The environmental statement, figures and appendices contained in document references 6.1, 6.2 and 6.3 (subject to the substitutions set out below):

- (k) Chapter 11 of the Environmental Statement contained in document reference [SCC/LLTC/EX/[^{F7}70]];
- (l) Chapter 12 of the Environmental Statement contained in document reference [SCC/LLTC/EX/86];
- (m) the interim code of construction practice (appendix 5A);
- (n) the scheme-wide written scheme of investigation;
- (o) the ground investigation report;
- (p) the piling works risk assessment;

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

- (q) the sediment transport assessment (appendix 17C) contained in document reference [SCC/LLTC/EX/36];
- (r) Annex A to the flood risk assessment (appendix 18A) contained in document reference [SCC/LLTC/EX/47];
- (s) Annex C figures 3.1 and 6.1 to the flood risk assessment (Appendix 18A) contained in document reference [SCC/LLTC/EX/167];
- (t) the drainage strategy; and
- (u) the following figures:
 - (i) 1.2 contained in document reference [SCC/LLTC/EX/155];
 - (ii) 4.1 and 4.3 contained in document reference [SCC/LLTC/EX/156];
 - (iii) 5.1 to 5.5 contained in document reference [SCC/LLTC/EX/157];
 - (iv) 8.2 contained in document reference [SCC/LLTC/EX/158];
 - (v) 9.1, 9.3 and 9.4 contained in document reference [SCC/LLTC/EX/159];
 - (vi) 11.3 and 11.6 contained in document reference [SCC/LLTC/EX/160];
 - (vii) 12.1 contained in document reference [SCC/LLTC/EX/161];
 - (viii) 13.1 contained in document reference [SCC/LLTC/EX/162];
 - (ix) 15.2 contained in contained in document reference [SCC/LLTC/EX/163];
 - (x) 17.1, 17.2 and 17.3 contained in document reference [SCC/LLTC/EX/164];
 - (xi) 18.1 and 18.2 contained in document reference [SCC/LLTC/EX/165]; and
 - (xii) 19.2 and 19.3 contained in document reference [SCC/LLTC/EX/166].

general arrangement plans

The general arrangement plans contained in the following documents:

	<ul style="list-style-type: none">(v) Key Plan revision number P01 contained in document reference [SCC/LLTC/EX/121];(w) Sheet 1 revision number P02 contained in document reference [SCC/LLTC/EX/122]; and(x) Sheet 2 revision number P01 contained in document reference [^{F8}[SCC/LLTC/EX/123]].
ground investigation report	The interpretative environmental ground investigation report contained in document reference [SCC/LLTC/EX/32].
harbour limits plan	The harbour limits plan revision number P01 contained in document reference [SCC/LLTC/EX/153].
highway lighting plan	The highway lighting plan contained at Figure 5.5 of the environmental statement.
interim code of construction practice	The interim code of construction practice contained in document reference [SCC/LLTC/EX/192].
interim design guidance manual	The design guidance manual contained in document reference [SCC/LLTC/EX/17].
land plans	The land plans revision number P0 contained in document reference 2.3 subject to the substitutions set out below: <ul style="list-style-type: none">(y) Sheet 3 revision number P01 contained in document reference number [SCC/LLTC/EX/124];(z) Sheet 4 revision number P01 contained in document reference number [SCC/LLTC/EX/125]; and(aa) Sheet 5 revision number P01 contained in document reference number [SCC/LLTC/EX/126].
landscaping plans	The landscaping plans contained in the following documents: <ul style="list-style-type: none">(bb) Key Plan revision number P02 contained in document reference [SCC/LLTC/EX/137];(cc) Sheet 1 revision number P02 contained in document reference [SCC/LLTC/EX/138]; and(dd) Sheet 2 revision number P02 contained in document reference [^{F9}[SCC/LLTC/EX/139]].

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

limits of dredging plan	The limits of dredging plan revision number P01 contained in document reference [SCC/LLTC/EX/150].
new bridge area plans	The new bridge area plans revision number P0 contained in document reference 2.13 subject to the substitutions set out below: <ul style="list-style-type: none"> (ee) Key Plan version number P01 contained in document reference [SCC/LLTC/EX/151]; and (ff) Sheet 2 revision number P01 contained in document reference [SCC/LLTC/EX/152].
new bridge operating signals noise assessment	The new bridge operating signals noise assessment contained in appendix A to document reference [SCC/LLTC/EX/81].
piling works risk assessment	The piling works risk assessment revision 1 contained in document reference [SCC/LLTC/EX/34].
preliminary navigation risk assessment	The preliminary navigation risk assessment contained in document reference 6.9 subject to the substitution of the vessel survey report (appendix B) which is substituted by the vessel survey report contained in document reference [SCC/LLTC/EX/44].
scheme of operation	The Scheme of Operation contained in document reference [SCC/LLTC/EX/209].
rights of way and access plans	The rights of way and access plans contained in the following documents: <ul style="list-style-type: none"> (gg) Key Plan revision number [F10P02] contained in document reference [SCC/LLTC/EX/129]; (hh) Sheet 1 revision number P01 contained in document reference [SCC/LLTC/EX/130]; and (ii) Sheet 2 revision number [F10P02] contained in document reference [SCC/LLTC/EX/131].
scheme-wide written scheme of investigation	The scheme-wide written scheme of investigation contained in document reference [SCC/LLTC/EX/67].
transport assessment	The transport assessment contained in document reference [SCC/LLTC/EX/23]
traffic regulation measures plans	The traffic regulation measures plans revision number P0 contained in document reference 2.6 subject to the substitutions set out below:

	(jj) Key Plan [^{F11} revision] number P01 contained in document reference [SCC/LLTC/EX/132];
	(kk) Clearways and Prohibitions Sheet 1 revision number P01 contained in document reference [SCC/LLTC/EX/133];
	(ll) Clearways and Prohibitions Sheet 2 revision number P02 contained in document reference [SCC/LLTC/EX/134];
	(mm) Clearways and Prohibitions Sheet 3 revision number P01 contained in document reference [SCC/LLTC/EX/176]; and
	(nn) Speed Limits and Restricted Roads Sheet 2 revision number P01 contained in document reference [SCC/LLTC/EX/135].
tree preservation order trees location plan	The tree preservation order trees location plan revision number P01 contained in document reference [SCC/LLTC/EX/149].
works plans	The works plans revision number P0 contained in document reference 2.4 subject to the substitutions set out below: <ul style="list-style-type: none">(oo) Key Plan [^{F12}revision] number [^{F13}P02] contained in document reference [SCC/LLTC/EX/127]; and(pp) Sheet 2 revision number [^{F13}P02] contained in document reference [SCC/LLTC/EX/128].

F5	Word in Sch. 14 substituted (22.10.2020) by The Lake Lothing (Lowestoft) Third Crossing (Correction) Order 2020 (S.I. 2020/1158) , arts. 1, 2(9)(a)
F6	Word in Sch. 14 substituted (22.10.2020) by The Lake Lothing (Lowestoft) Third Crossing (Correction) Order 2020 (S.I. 2020/1158) , arts. 1, 2(9)(b)(ii)
F7	Word in Sch. 14 substituted (22.10.2020) by The Lake Lothing (Lowestoft) Third Crossing (Correction) Order 2020 (S.I. 2020/1158) , arts. 1, 2(9)(c)
F8	Word in Sch. 14 substituted (22.10.2020) by The Lake Lothing (Lowestoft) Third Crossing (Correction) Order 2020 (S.I. 2020/1158) , arts. 1, 2(9)(d)
F9	Word in Sch. 14 substituted (22.10.2020) by The Lake Lothing (Lowestoft) Third Crossing (Correction) Order 2020 (S.I. 2020/1158) , arts. 1, 2(9)(e)
F10	Word in Sch. 14 substituted (22.10.2020) by The Lake Lothing (Lowestoft) Third Crossing (Correction) Order 2020 (S.I. 2020/1158) , arts. 1, 2(9)(f)
F11	Word in Sch. 14 substituted (22.10.2020) by The Lake Lothing (Lowestoft) Third Crossing (Correction) Order 2020 (S.I. 2020/1158) , arts. 1, 2(9)(g)
F12	Word in Sch. 14 substituted (22.10.2020) by The Lake Lothing (Lowestoft) Third Crossing (Correction) Order 2020 (S.I. 2020/1158) , arts. 1, 2(9)(h)(i)

Changes to legislation: There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020. (See end of Document for details)

F13 Word in Sch. 14 substituted (22.10.2020) by The Lake Lothing (Lowestoft) Third Crossing (Correction) Order 2020 (S.I. 2020/1158), arts. 1, **2(9)(h)(ii)**

Changes to legislation:

There are currently no known outstanding effects for the The Lake Lothing (Lowestoft) Third Crossing Order 2020.