

SCHEDULES

SCHEDULE 1

Article 2

AUTHORISED DEVELOPMENT

Commencement Information

II Sch. 1 in force at 10.3.2023, see [art. 1](#)

In the administrative areas of Peterborough City Council

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

Work No. 1 – Dualling of the A47 mainline from the existing Wansford eastern roundabout for 2,600 metres to the termination point to the east for tie into existing A47 including earthworks and associated drainage, as shown on sheets 3, 4, 6 and 7 of the works plans;

Work No. 2 – A new private means of access to 4 properties and a service vehicle turning point including earthworks and associated drainage, as shown on sheet 1 of the works plans;

Work No. 3 – Diversion, protection and removal of potable water pipes, electronic communication cables and apparatus, and overhead and underground electricity cables as shown on sheet 1 of the works plans;

Work No. 4 – Protection of NGG gas pipeline as shown on sheet 1 of the works plans;

Work No. 5 – Diversion and removal of underground electronic communication cables and apparatus, and underground electricity cables as shown on sheets 1 and 2 of the works plans;

Work No. 6 – A new carriageway to create a free flow link from A1 southbound to the dualled A47 eastbound (Work No. 1) for 634 metres including embankments and associated drainage, as shown on sheets 1, 2 and 3 of the works plans;

Work No. 7 – Extension to the existing A1 southbound culvert and environmental mitigation to the existing burn and ditch for a length of 400 metres, as shown on sheets 2 and 3 of the works plans;

Work No. 8 – Diversion of 11kV electricity cable as shown on sheets 2 and 3 of the works plans;

Work No. 9 – Removal of underground electricity cables as shown on sheets 2 and 3 of the works plans;

Work No. 10 – A new balancing pond west of the new free flow link from A1 southbound to the dualled A47 eastbound (Work No. 6) and north of Work No. 11 including earthworks, drainage inlets/outlets and a maintenance access track as shown on sheets 2 and 3 of the works plans;

Work No. 11 – Improvements to the existing A1/A47 on and off ramps to the Wansford eastern roundabout including earthwork widening for 203 metres from the A1 southbound diverge to the

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

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

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

Wansford eastern roundabout with a spur 116 metres from the Wansford eastern roundabout, for 65 metres, to the A1 southbound merge as shown on sheets 2 and 3 of the works plans;

Work No. 12 – Improvement to the eastbound carriageway of the existing A47 from a point 42 metres west of the Wansford western roundabout for 268 metres over the A1 including the realignment of the central reserve and a new cycle crossing point at the Wansford western roundabout as shown on sheet 2 and 3 of the works plans;

Work No. 13 – Improvements to the existing A47 Wansford eastern roundabout including widening, earthworks and drainage as shown on sheet 3 of the works plans;

Work No. 14 – Diversion and removal of electricity cables as shown on sheet 3 of the works plans;

Work No. 15 – A new 900.20 metre length of carriageway to form a new link road from A47 Wansford eastern roundabout (Work No. 13) a new A47 westbound off slip from the dualled A47 (Work No.1) including earthworks, associated drainage and along part of a cycle track as shown on sheets 3 and 4 of the works plans;

Work No. 16 – Diversion and removal of electronic communication and cables and apparatus and diversion of water pipes and construction of a site office and construction areas as shown on sheets 3 and 4 of the works plans;

Work No. 17 – Two new balancing ponds and construction areas east and north of the new link to filling station and Sacrewell Farm (Work No. 15) and south of the dualled A47 (Work No. 1) including earthworks and drainage inlets and outlets between ponds an outlet to the river Nene and a maintenance access track as shown on sheet 3 of the works plans;

Work No. 18 – Diversion and removal of electricity cables as shown on sheet 3 of the works plans;

Work No. 19 – Realignment pumping station access road for 45 metres including earthworks and drainage as shown on sheet 3 of the works plans;

Work No. 20 – Realignment of footpath to the south of the dualled A47 (Work No. 1) as shown on sheet 4 of the works plans;

Work No. 21 – A new Sacrewell Farm access road connecting to Work No. 15 and running north for 312.75 metres passing through the Sacrewell Farm underbridge including earthworks and drainage as shown on sheet 3 of the works plans;

Work No. 22 – A new access track from Sacrewell Farm access road (Work No. 21) for 21.30 metres to the existing access track including improvements to the existing access as shown on sheet 3 of the works plans;

Work No. 23 – Realignment of shared cycle track and permissive bridleway and formation of a means of access as shown on sheet 3 of the works plans;

Work No. 24 – Temporary welfare and compound area including a haul route to Works Nos. 6, 7, 8, 9 and 10 as shown on sheets 2 and 3 of the works plans;

Work No. 25 – A new Sacrewell Farm underbridge under the dualled A47 (Work No. 1) including structural units, concrete foundations, drainage and waterproofing as shown on sheet 3 of the works plans;

Work No. 26 – Diversion and removal of electricity cable to mobile mast as shown on sheet 3 of the works plans;

Work No. 27 – Protection, diversion and resilience works to large diameter water pipelines and associated apparatus as shown on sheet 3 of the works plans;

Work No. 28 – A new balancing pond to the north of the dualled A47 (Work No. 1) including drainage inlets, an outlet to river Nene to the south and an access track as shown on sheet 4 of the works plans;

Work No. 29 – Diversion and removal of overhead electrical cables as shown on sheets 4 and 6 of the works plans;

Work No. 30 – Replacement of Wansford Sluice under the dualled A47 (Work No. 1) between Willow Brook and the existing ditch outlet to river Nene on the south as shown on sheet 4 of the works plans;

Work No. 31 – A new balancing pond to the south of the existing A47 (Work No. 41) including drainage inlets and an outlet to Wansford Sluice (Work No. 30) to the west and an access track as shown on sheet 4 of the works plans;

Work No. 32 – A flood compensation area to the south of the dualled A47 (Work No. 1) consisting of tree clearance, ground works and ground stabilisation as shown on sheet 4 of the works plans;

Work No. 33 – New access track to balancing pond (Work No. 31) and together with a new bridleway over the access track and access ramps north and south of the dualled A47 (Work No. 1) leading to the new underpass (Work No. 35) to create a walking, cycling, horse riding route including earthworks and drainage as shown on sheet 4 of the works plans;

Work No. 34 – Demolition of Station House and construction of a new bat hotel as shown on sheet 4 of the works plans;

Work No. 35 – A new underpass below the dualled A47 (Work No. 1) for walking, cycling and horse-riding including embankments, drainage and waterproofing as shown on sheet 4 of the works plans;

Work No. 36 – Diversion and removal of electronic communication cables and apparatus, electrical cables and potable water pipes and associated apparatus as shown on sheets 4, 5 and 6 of the works plans;

Work No. 37 – A new turning head on Sutton Heath Road adjacent to Station House as shown on sheet 4 of the works plans;

Work No. 38 – A temporary welfare and compound area including a haul road to the north of the dualled A47 (Work No. 1) and a new temporary access track from Work No. 37 as shown on sheets 4, 5 and 6 of the works plans;

Work No. 39 – Ecological works and landscaping area to the south of the dualled A47 (Work No. 1) as shown on sheet 6 of the works plans;

Work No. 40 – Conversion works to the existing A47 to create a new private means of access, part cycle track and part bridleway from the dualled A47 (Work No. 1) running east for 590 metres to the new link road to Sutton Heath roundabout (Work No. 45) as shown on sheets 4 and 6 of the works plans;

Work No. 41 – A realigned carriageway Sutton Heath Road for 150 metres to Work No. 42 including earthworks and drainage as shown on sheet 5 of the works plans;

Work No. 42 – A new carriageway from the new Sutton Heath roundabout (Work No. 44) north for 718 metres to Sutton Heath Road including earthworks and drainage and access points as shown on sheets 5 and 6 of the works plans;

Work No. 43 – Realignment of the existing junction between Sutton Heath Road and Langley Bush Road to create a new junction with the new link to Sutton Heath Road (Work No. 42) for 57 metres including earthworks and drainage as shown on sheet 5 of the works plans;

Work No. 44 – A new Sutton Heath roundabout including earthworks, drainage and a safety barrier as shown on sheet 6 of the works plans;

Work No. 45 – A new part improved carriageway from Sutton Heath roundabout (Work No. 44) for 1,019 metres to Peterborough Road to form the new link road including earthworks, drainage and cycle track as shown on sheets 6 and 7 of the works plans;

Work No. 46 – A new infiltration pass with drainage inserts to a pond and an access track, to the north of the new link road (Work No. 45) and to the south of the dualled A47 (Work No. 1) as shown on sheet 6 of the works plans;

Work No. 47 – Alterations to The Drift to prevent vehicular traffic and provide a bridleway together with a new turning head to the existing Drift including fencing and gates as shown on sheet 6 of the works plans;

Work No. 48 – Diversion and removal of existing electronic communication cables and apparatus, underground electricity cables, and potable water pipes as shown on sheets 6 and 7 of the works plans;

Work No. 49 – Protection, diversion and resilience works to potable water pipes and associated apparatus as shown on sheets 6 and 7 of the works plans;

Work No. 50 – A new attenuation basin to the south of the dualled A47 (Work No. 1) including inlet and outlets with a connection to positive drainage, an access track and breaking up and removal of existing carriageway as shown on sheet 7 of the works plans;

Work No. 51 – Realignment of the junction between Peterborough Road and Nene Way for 28 metres including earthworks, drainage and footways as shown on sheet 7 of the works plans;

Work No. 52 – Diversion and removal of electricity cables to the east of Work No. 51 as shown on sheet 7 of the works plans;

Work No. 53 – A new turning head and access on Upton Road adjacent to Lower Lodge Farm including fencing and gates as shown on sheet 7 of the works plans;

Work No. 54 – Diversion and removal of existing underground electricity cables, electronic communication cables and apparatus and potable water pipes along Upton Road as shown on sheet 7 of the works plans;

Work No. 55 – Improvements to the existing Upton Drift including passing places, widening the metalled surface into highway verge, straightening of the S- bend and sight lines and widening of its existing junction with Langley Bush Road and the existing injunction adjacent to Model Farm for 639 metres including earthworks and drainage as shown on sheet 5 of the works plans;

Work No. 56 – Diversion of electronic overhead and underground communication cables and apparatus as shown on sheet 5 of the works plans;

Work No. 57 – Diversion of a 11kV electricity cable as shown on sheet 5 of the works plans;

Work No. 58 – Diversion of the underground cables and protection of the foul sewer as shown on sheet 5 of the works plans;

Work No. 59 – A new traffic sign indicating The Drift is closed to vehicles as shown on sheet 7 of the works plans.

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

- (a) alteration to the layout of any street permanently or temporarily, including as part of detrunking or stopping up orders, including but not limited to increasing or reducing the width of the carriageway of the street by reducing or increasing the width of any kerb, footpath, footway, cycle track or verge within the street; altering the level of any such kerb, footpath, footway, cycle track or verge; installing low noise surfacing; and landscaping sections of disused sections;
- (b) works required for the strengthening, improvement, maintenance or reconstruction of any street;
- (c) ramps, means of access, non-motorised links, footpaths, cycle tracks and crossing facilities;

- (d) embankments, viaducts, aprons, abutments, shafts, foundations, retaining walls, barriers, pumping stations, parapets, drainage, outfalls, ditches, wing walls, highway lighting, fencing and culverts;
- (e) street works, including breaking up or opening up a street, or any sewer, drain or tunnel under it; tunnelling or boring under a street;
- (f) works to place, alter, remove or maintain street furniture or apparatus in a street, or apparatus in other land, including mains, sewers, drains, soakaways, pipes, cables, ducts, traffic signals and lights;
- (g) works to alter the course of or otherwise interfere with a watercourse;
- (h) landscaping, noise bunds and barriers, works associated with the provision of ecological mitigation and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised development;
- (i) works for the benefit or protection of land affected by the authorised development;
- (j) site preparation works, site clearance (including fencing, vegetation removal, demolition of existing structures and the creation of alternative footpaths); earthworks (including soil stripping and storage, site levelling); remediation of contamination;
- (k) the felling of trees;
- (l) construction compounds and working sites, storage areas, temporary vehicle parking, construction fencing, perimeter enclosure, security fencing, construction-related buildings, welfare facilities, construction lighting, haulage roads and other buildings, machinery, apparatus, works and conveniences;
- (m) the provision of other works including pavement works, kerbing and paved areas works, signing, signals, gantries, road markings works, traffic management measures including temporary roads and such other works as are associated with the construction of the authorised development; and
- (n) such other works, working sites, storage areas and works of demolition, as may be necessary or expedient for the purposes of, or for purposes ancillary to, the construction of the authorised development.

SCHEDULE 2

Article 5

REQUIREMENTS

PART 1

REQUIREMENTS

Interpretation

1. In this Schedule—

“completed” means the relevant parts of the authorised development are completed and fully open to traffic and completion is to be construed accordingly;

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

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

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

“EMP (First Iteration)” means the first iteration of the environmental management plan produced in accordance with the DMRB during the preliminary design stage and certified by the Secretary of State as the environmental management plan for the purposes of this Order under article 47 (certification of documents, public register, etc.);

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

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

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

“Landscape and ecology management plan” means the management plan included at Annex B.5 to the EMP (First Iteration);

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

“masterplan” means the environmental masterplan certified by the Secretary of State for the purposes of this Order;

“nationally protected species” means any species protected under the Wildlife and Countryside Act 1981(6) or which are European protected species;

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

Commencement Information

I2 Sch. 2 para. 1 in force at 10.3.2023, see [art. 1](#)

Time limits

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

Commencement Information

I3 Sch. 2 para. 2 in force at 10.3.2023, see [art. 1](#)

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

(5) S.I. 2017/1012.

(6) 1981 c. 69.

Detailed design

3.—(1) With the exception of Work Nos. 21, 22 and 25, the authorised development must be designed in detail and carried out so that it is compatible with the preliminary scheme design shown on the engineering drawings and sections unless otherwise agreed in writing by the Secretary of State, following consultation by the undertaker with the relevant planning authority and local highway authority on matters related to their functions, provided that the Secretary of State is satisfied that any amendments to the engineering drawings and sections showing departures from the preliminary scheme design would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(2) No part of the authorised development is to commence until preliminary scheme design engineering drawings and sections for Work Nos. 21, 22 and 25 have been submitted to and agreed in writing by the Secretary of State. Thereafter, the authorised development must be designed in detail and carried out so that it is compatible with these approved drawings, following consultation by the undertaker with the relevant planning authority and local highway authority on matters related to their functions and the Official Custodian of Charities on behalf of The William Scott Abbott Trust, provided that the Secretary of State is satisfied that any amendments to the approved drawings showing departures from the preliminary scheme design would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(3) Where amended details are approved by the Secretary of State under sub-paragraphs (1) and (2), those details are deemed to be substituted for the corresponding engineering drawings and sections and the undertaker must make those amended details available in electronic form for inspection by members of the public.

Commencement Information

I4 Sch. 2 para. 3 in force at 10.3.2023, see [art. 1](#)

Environmental Management Plan

4.—(1) No part of the authorised development is to commence until an EMP (Second Iteration) for that part, substantially in accordance with the EMP (First Iteration) has been submitted to and approved in writing by the Secretary of State, following consultation by the undertaker with—

- (a) the relevant planning authority,
- (b) the relevant local highway authority,
- (c) the Environment Agency,
- (d) Natural England,
- (e) the lead local flood authority,
- (f) Cambridgeshire County Council, and
- (g) the Historic Buildings and Monuments Commission for England,

to the extent that the content of the EMP (Second Iteration) relates to matters relevant to their functions.

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

- (a) Site waste management plan;

- (b) Materials management plan;
 - (c) Soil management plan, which includes—
 - (i) a soil resource plan;
 - (ii) a soil handling strategy;
 - (d) Construction noise and dust management plan;
 - (e) Construction communication strategy;
 - (f) Landscape and ecology management plan;
 - (g) Biosecurity management plan; and
 - (h) Water monitoring and management plan;
 - (i) Detailed heritage written statement of investigation (mitigation strategy);
 - (j) Non Native Species management plan; and
 - (k) Operational Unexploded Ordnance emergency response plan.
- (3) The relevant part of the authorised development must be constructed in accordance with the approved EMP (Second Iteration).
- (4) On completion of construction of each part of the authorised development the EMP (Third Iteration) relating to that part must be submitted to and approved in writing by the Secretary of State, following consultation by the undertaker with the relevant planning authority, the relevant local highway authority, the Environment Agency, Natural England, the lead local flood authority and the Historic Buildings and Monuments Commission for England to the extent that the content of the EMP (Third Iteration) relates to matters relevant to their functions.
- (5) The relevant part of the authorised development must be operated and maintained in accordance with the EMP (Third Iteration).

Commencement Information

I5 Sch. 2 para. 4 in force at 10.3.2023, see [art. 1](#)

Landscaping

- 5.—(1) The authorised development must be landscaped in accordance with a landscaping scheme which sets out details of all proposed hard and soft landscaping works and which has been submitted to and approved in writing by the Secretary of State, following consultation by the undertaker with the relevant planning authority on matters related to its functions.
- (2) The landscaping scheme must reflect the mitigation measures set out in the REAC and be based on the masterplan.
- (3) The landscaping scheme prepared under sub-paragraph (1) must include details of—
- (a) location, number, species mix, size and planting density of any proposed planting;
 - (b) cultivation, importing of materials and other operations to ensure plant establishment;
 - (c) existing trees to be retained, with measures for their protection during the construction period;
 - (d) proposed finished ground levels;
 - (e) implementation timetables for all landscaping works; and
 - (f) measures for the replacement, in the first available planting season, of any tree or shrub planted as part of the landscaping scheme that, within a period of 5 years after the

completion of the part of the authorised development to which the relevant landscaping scheme relates, dies, becomes seriously diseased or is seriously damaged.

(4) All landscaping works detailed in the approved landscaping scheme referred to in paragraph (1) must be carried out to a reasonable standard in accordance with the relevant recommendations of appropriate British Standards and other recognised codes of good practice.

(5) Any tree or shrub planted as part of a landscaping scheme that, within a period of 5 years after planting, is removed, dies or becomes in the opinion of the relevant planning authority, seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted, unless the Secretary of State, following consultation by the undertaker with the relevant planning authority, gives consent to a variation.

Commencement Information

I6 Sch. 2 para. 5 in force at 10.3.2023, see [art. 1](#)

Contaminated land and groundwater

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

(2) Where the risk assessment prepared in accordance with sub-paragraph (1) determines that remediation of the contaminated land is necessary, a written scheme and programme for the remedial measures to be taken to render the land fit for its intended purpose must be submitted to and approved in writing by the Secretary of State, following consultation by the undertaker with the relevant planning authority on matters related to its functions and the Environment Agency.

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

Commencement Information

I7 Sch. 2 para. 6 in force at 10.3.2023, see [art. 1](#)

Protected species

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

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

- (a) a protected species is shown to be present, or where there is a reasonable likelihood of it being present;
- (b) application of the relevant assessment methods used in the environmental statement show that a significant effect is likely to occur which was not previously identified in the environmental statement; and

(c) that effect is not addressed by any prior approved scheme of protection and mitigation established in accordance with this paragraph,

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

(3) The undertaker must consult with Natural England on the scheme referred to in subparagraph (2) prior to submission to the Secretary of State for approval, except where a suitably qualified and experienced ecologist, holding where relevant and appropriate a licence relating to the species in question, determines that the relevant works do not require a protected species licence.

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

Commencement Information

18 Sch. 2 para. 7 in force at 10.3.2023, see [art. 1](#)

Surface and foul water drainage

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

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

Commencement Information

19 Sch. 2 para. 8 in force at 10.3.2023, see [art. 1](#)

Flood compensatory storage

9.—(1) Subject to paragraph (2), no part of the authorised development is to commence until a detailed floodplain compensation scheme for that part has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and the Environment Agency.

(2) No part of the authorised development which will reduce the capacity of the floodplain is to commence until a detailed floodplain compensation scheme design for that part has been submitted to and approved in writing by the Secretary of State, following consultation with the Environment Agency.

(3) A floodplain compensation scheme prepared under paragraphs (1) and (2) must provide suitable flood storage for any flood waters that would be displaced by the authorised development in the 1 in 100 year plus 35% climate change allowance event.

(4) Construction of the authorised development must be sequenced so that at no point will the capacity of the floodplain be reduced to below pre-construction levels.

(5) Any floodplain compensation scheme must be constructed as approved under paragraphs (1) and (2) and subsequently maintained.

Commencement Information

I10 Sch. 2 para. 9 in force at 10.3.2023, see [art. 1](#)

Archaeological remains

10.—(1) No part of the authorised development is to commence until for that part a written scheme of investigation (“WSI”) of areas of archaeological interest, reflecting the relevant mitigation measures set out in the REAC, has been submitted to and approved in writing by the Secretary of State, following consultation by the undertaker with the relevant planning authority and the Historic Buildings and Monuments Commission.

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

(3) A copy of any analysis, reporting, publication or archiving required as part of the WSI must be deposited with the Historic Environment Record of the relevant planning authority within one year of the date of completion of the authorised development or such other period as may be agreed in writing by the relevant planning authority or specified in the written scheme referred to in sub-paragraph (1).

(4) Any archaeological remains not previously identified which are revealed when carrying out the authorised development must be retained in situ and reported by way of a notice to the relevant planning authority, and to the Historic Buildings and Monuments Commission in the case of the scheduled monument area, as soon as reasonably practicable from the date they are identified.

(5) No construction operations are to take place within 10 metres of the remains referred to in sub-paragraph (4) for a period of 14 days from the date of any notice served under sub-paragraph (4) unless otherwise agreed in writing by the relevant planning authority or, in the case of a scheduled monument area, Historic England.

(6) If the relevant planning authority or, in the case of a scheduled monument, the Historic Buildings and Monuments Commission determines in writing that the archaeological remains referred to in sub-paragraph (4) require further investigation or mitigation, no construction operations are to take place within 10 metres of the remains until provision has been made for such mitigation or the further investigation and recording of the remains in accordance with details to be submitted in writing to, and approved in writing by, the relevant planning authority or, in the case of a scheduled monument, the Historic Buildings and Monuments Commission.

Commencement Information

I11 Sch. 2 para. 10 in force at 10.3.2023, see [art. 1](#)

Traffic management

11.—(1) No part of the authorised development comprising the construction, alteration or improvement of Work No. 1 is to commence until a traffic management plan substantially in accordance with the outline traffic management plan, for that part has been submitted to and approved in writing by the Secretary of State, following consultation by the undertaker with the local highway authority on matters related to its function.

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

Commencement Information

I12 Sch. 2 para. 11 in force at 10.3.2023, see [art. 1](#)

Fencing

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

Commencement Information

I13 Sch. 2 para. 12 in force at 10.3.2023, see [art. 1](#)

Approvals and amendments to approved details

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

Commencement Information

I14 Sch. 2 para. 13 in force at 10.3.2023, see [art. 1](#)

PART 2

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Applications made under requirements

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

- (a) the day immediately following that on which the application is received by the Secretary of State;
- (b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 15 (further information); or
- (c) such longer period as may be agreed between the parties.

(2) Subject to sub-paragraph (4), in the event that the Secretary of State does not determine an application within the period set out in sub-paragraph (1), the Secretary of State is taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(3) Where the Secretary of State requests further information pursuant to [F1 paragraph 15], and no further information has been submitted eight weeks from that day immediately following that on which the application was received by the Secretary of State, the application or (if applicable) the part of the application to which the request for further information relates is taken to have been refused by the Secretary of State.

(4) Where—

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

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

Textual Amendments

F1 Words in Sch. 2 para. 14(3) substituted (17.6.2023) by The A47 Wansford to Sutton (Corrections) Order 2023 (S.I. 2023/667), art. 1, Sch.

Commencement Information

I15 Sch. 2 para. 14 in force at 10.3.2023, see art. 1

Further information

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

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

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

(4) Where further information is requested under this paragraph in relation to part only of an application, that part is treated as separate from the remainder of the application for the purposes of calculating the time periods referred to in paragraph 14 (applications made under requirements) and in this paragraph.

(5) In this paragraph, “business day” means a day other than Saturday or Sunday, which is not Christmas Day, Good Friday or a bank holiday under section 1 (bank holidays)(7) of the Banking and Financial Dealings Act 1971.

(7) 1970 c. 80. There are amendments to section 1 which are not relevant to this Order.

Commencement Information**I16** Sch. 2 para. 15 in force at 10.3.2023, see [art. 1](#)**Register of requirements**

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

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

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

Commencement Information**I17** Sch. 2 para. 16 in force at 10.3.2023, see [art. 1](#)**Anticipatory steps towards compliance with any requirement**

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

Commencement Information**I18** Sch. 2 para. 17 in force at 10.3.2023, see [art. 1](#)**Details of consultation**

18.—(1) In relation to any provision of this Schedule requiring details to be submitted to the Secretary of State for approval following consultation by the undertaker with another party, the undertaker must provide such other party with not less than 28 days for any response to the consultation.

(2) With respect to any requirement which requires details to be submitted to the Secretary of State for approval under this Schedule, the details submitted must be accompanied by a summary report setting out the consultation undertaken by the undertaker to inform the details submitted and an account as to how the undertaker has had regard to the responses received.

(3) At the time of submitting an application to the Secretary of State, the undertaker must provide a copy of the summary report to the requirement consultees referred to in the requirement under which approval is being sought.

(4) The undertaker must ensure that any consultation responses are reflected in the details submitted to the Secretary of State for approval under this Schedule, but only where it is appropriate, reasonable and feasible to do so, taking into account considerations including, but not limited to, cost and engineering practicality.

(5) Where the consultation responses are not reflected in the details submitted to the Secretary of State for approval, the undertaker must state in the summary report referred to under [F2sub-paragraph (2)] the reasons why the consultation responses have not been reflected in the submitted details with the reasons published in the public register published pursuant to article 47 (certification of documents, public register, etc.).

Textual Amendments

F2 Words in Sch. 2 para. 18(5) substituted (17.6.2023) by The A47 Wansford to Sutton (Corrections) Order 2023 (S.I. 2023/667), art. 1, Sch.

Commencement Information

I19 Sch. 2 para. 18 in force at 10.3.2023, see art. 1

SCHEDULE 3

Articles 13 and 19

CLASSIFICATION OF ROADS, ETC

PART 1

TRUNK ROADS

Commencement Information

I20 Sch. 3 Pt. 1 in force at 10.3.2023, see art. 1

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Length of road</i>
The classification of roads plans – sheets 3-4 and 6-7	
Wansford CP Sutton CP	A length of highway to be classified as part of the proposed A47 Trunk Road [F3(1)] On the eastbound carriageway: (a) from point A (sheet 3), east of the Wansford eastern roundabout, in an easterly direction to point A1 (sheet 6), a distance of 1752 metres; and (b) from point A2 (sheet 6), 25 metres north west of the junction where [F4The Drift] joins the existing A47, in an easterly direction to point B (sheet 7), a distance of 829 metres. [F3(2)] On the westbound carriageway: (a) from point C (sheet 3), at the Wansford eastern roundabout, to

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) Area	(2) Length of road
	point C1 (sheet 6), a distance of 1747 metres; and (b) from point C2 (sheet 6), 88 metres north west of the junction where [F4The Drift] joins the existing A47, in an easterly direction to point D (sheet 7), a distance of 828 metres.
The classification of roads plans – sheets 1, 2 and 3	
Thornhaugh CP Wansford CP	Proposed free flow link from A1 to A47 new eastbound diverge slip road to be classified as part of the A47 Trunk Road From point E, 350 metres south of the junction between A1 and Windgate Way, in a south-easterly direction to point F (sheet 3), a distance of 2490 metres.
The classification of roads plans – [F5 sheets] 2 and 3	
Wansford CP	Improved existing A47 eastbound roundabout connector road to be classified as part of the A47 Trunk Road. From point K, on the Wansford western roundabout, in an easterly direction to point L (sheet 3), a distance of 254 metres.
The classification of roads plans – sheet 3	
Wansford CP	Improved Wansford eastern roundabout to be classified as part of the A47 Trunk Road with reference AA, the centrepoint of the roundabout is 114 metres east of the A47/A1 overbridge.
Wansford CP	Improved westbound roundabout connector road to be classified as part of the A47 Trunk Road. From point N, at the Wansford eastern roundabout, in a westerly direction to point M, a distance of 66 metres.
Wansford CP	Existing A1 southbound diverge slip road to be classified as part of the A47 Trunk Road From point G, 135 metres north west of the A47/A1 overbridge, in a south-easterly direction to point I, a distance of 230 metres.
Wansford CP	Existing A1 southbound merge slip road to be classified as part of the A47 Trunk Road From point H, 65 metres north of the A47/A1 overbridge, in an easterly direction to point J, a distance of 187 metres.
The classification of roads plans – sheet 6	
Sutton CP	New Sutton Heath roundabout to be classified as part of the A47 Trunk Road with reference BB, the centrepoint of the roundabout is 84 metres

(1) <i>Area</i>	(2) <i>Length of road</i>
	north west of the junction where [^{F6} The Drift] joins the existing A47.

Textual Amendments

- F3** Words in Sch. 3 Pt. 1 renumbered (17.6.2023) by [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), art. 1, [Sch.](#)
- F4** Words in Sch. 3 Pt. 1 substituted (17.6.2023) by [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), art. 1, [Sch.](#)
- F5** Word in Sch. 3 Pt. 1 substituted (17.6.2023) by [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), art. 1, [Sch.](#)
- F6** Words in Sch. 3 Pt. 1 substituted (17.6.2023) by [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), art. 1, [Sch.](#)

PART 2
CLASSIFIED C ROADS

Commencement Information

- I21** Sch. 3 Pt. 2 in force at 10.3.2023, see [art. 1](#)

(1) <i>Area</i>	(2) <i>Length of road</i>
The classification of roads plans – sheet 3	
Wansford CP	New link to filling station and Sacrewell Farm to be classified as C Road. From point O, 30 metres south of the centre of the Wansford eastern roundabout, in a southerly and then easterly direction to point P (sheet 4), a distance of 869 metres.
The classification of roads plans – sheet 4	
Sutton CP	Proposed turning head along Sutton Heath Road to be classified as a C Road. From point EE, 1326 metres east of Wansford western roundabout, to point FF, a distance of 12.5 metres.
The classification of roads plans – sheet 5	
Sutton CP	New link road from the new Sutton Heath roundabout linking into Sutton Heath Road and Langley Bush Road to be classified as C Road. From point Q, 131 metres north west of the existing Langley Bush Road junction with existing Sutton Heath Road, in a south-easterly

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Length of road</i>
	direction to point R (sheet 6), a distance of 729 metres.
Sutton CP	Improved Langley Bush Road to be classified as C Road. From point S, 13 metres east of the existing Langley Bush Road junction with existing Sutton Heath Road, in an easterly direction to point T, a distance of 60 metres.
Sutton CP	Realigned Sutton Heath Road to be classified as C Road. From point U, 93 metres to the south east of the existing Langley Bush Road junction with existing Sutton Heath Road, in a south-westerly direction to point V, a distance of 60 metres.
The classification of roads plans – sheet 6	
Sutton CP	New connector road to the new Sutton Heath roundabout and detrunked A47 to be classified as C Road. From point W, 77 metres north west of the junction where the Drift joins the existing A47, in a south-easterly direction to point X (sheet 7), a distance of 865 metres.

PART 3

UNCLASSIFIED ROADS

<p>.....</p> <p>Commencement Information I22 Sch. 3 Pt. 3 in force at 10.3.2023, see art. 1</p>
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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Length of road</i>
The classification of roads plans – sheet 3	
Wansford CP	Proposed route to pumping station. From point CC, in a south-easterly route to point DD, a distance of 50 metres.
The classification of roads plans – sheet 5	
Upton CP	Existing Upton Drift Existing carriageway to be an unclassified road From point AC, at the junction between Upton Drift and Langley Bush Road, in an easterly direction to point AD, as distance of 639 metres.
The classification of roads plans – sheet 7	

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Area</i>	(2) <i>Length of road</i>
Sutton CP	Existing Nene Way Existing carriageway to be an unclassified road from point Z, 157 metres to the south west of the centreline of the existing Nene Way roundabout, in a northern-easterly direction to point Y, a distance of 58 metres.
Sutton CP	Proposed new turning head to be an unclassified road. From point GG, 304 metres north east of the existing Nene Way roundabout, to point HH, a distance of 23 metres.

PART 4 SPEED LIMITS

Commencement Information

I23 Sch. 3 Pt. 4 in force at 10.3.2023, see [art. 1](#)

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

- (a) the national speed limit set out in—
 - (i) section 86 and Schedule 6(8) of the Road Traffic Regulation Act 1984; and
 - (ii) the 70 miles per hour, 60 miles per hour and 50 miles per hour (Temporary Speed Limit) Order 1977 as varied by the 70 miles per hour, 60 miles per hour and 50 miles per hour (Temporary Speed Limit) (Variation) Order 1978 and continued indefinitely by regulation 2 of the 70 Miles Per Hour, 60 Miles Per Hour and 50 Miles Per Hour (Temporary Speed Limit) (Continuation) Order 1978(9); or
- (b) sections 81 and 82(10) of the Road Traffic Regulation Act 1984 (which defines speed limits on ‘restricted roads’ by reference to street lighting),

and are not subject to this Order.

(1) <i>Parish</i>	(2) <i>Road name, number and length</i>	(3) <i>Speed Limit</i>
The traffic regulation plans – sheets 2		
Wansford CP	A47 trunk road From point J at the eastern side of the Wansford western roundabout,	Removal of Restricted Road Status.

(8) There are amendments to section 86(2) and Schedule 6 which are not relevant to this Order.

(9) *S.I. 1978/1548*. The 70 miles per hour, 60 miles per hour and 50 miles per hour (Temporary Speed Limit) Order 1977 and the 70 miles per hour, 60 miles per hour and 50 miles per hour (Temporary Speed Limit) (Variation) Order 1978 were not statutory instruments.

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

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Parish</i>	(2) <i>Road name, number and length</i>	(3) <i>Speed Limit</i>
	in an easterly direction to point H (sheet 3), a distance of 242 metres.	
The traffic regulation plans – sheet 3		
Wansford CP	A1 southbound diverge to Wansford eastern roundabout From point A, in an easterly and southerly direction to point C, a distance of 180 metres.	Removal of Restricted Road Status.
Wansford CP	A1 southbound merge from Wansford eastern roundabout From point B, in an easterly and southerly direction to point C1, a distance of 57 metres.	Removal of Restricted Road Status.
Wansford CP	A47 trunk road westbound west of Wansford eastern From point K, 145 metres east of the Wansford eastern roundabout, in an easterly direction to point G, a distance of 66 metres.	Removal of Restricted Road Status.
Wansford CP	Wansford eastern roundabout The whole roundabout from point I around the roundabout to point I, a distance of 170 metres.	Removal of Restricted Road Status.
Wansford CP	A47 trunk road eastbound From point D, at the eastern side of the Wansford eastern roundabout in an easterly direction to point L, a distance of 127 metres.	Removal of Restricted Road Status.
Wansford CP	A47 Trunk road westbound A47 trunk road From point E, at the eastern side of the Wansford eastern roundabout in an easterly direction to point M, a distance of 127 metres.	Removal of Restricted Road Status.
Wansford CP	New link to filling station and Sacrewell Farm southbound From point N, 128 metres south of the southern side of the Wansford eastern roundabout in an easterly direction to point	30 miles per hour.

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Parish</i>	<i>(2)</i> <i>Road name, number and length</i>	<i>(3)</i> <i>Speed Limit</i>
	O (sheet 4), a distance of 750 metres.	
The traffic regulation plans – sheet 6		
Sutton CP	New link to Sutton Heath Road From point S at the northern side of Sutton Heath Roundabout on the northbound carriageway in a northerly direction to point X, a distance of 98 metres.	Removal of Restricted Road Status.
Sutton CP	Sutton Heath Roundabout The whole roundabout from point AB around the roundabout to point AB, a distance of 175 metres.	Removal of Restricted Road Status.
Sutton CP	A47 trunk road eastbound From point T at the eastern side of the Sutton Heath roundabout in a south-easterly direction to point Z, a distance of 132 metres.	Removal of Restricted Road Status.
Sutton CP	A47 trunk road westbound From point U, at the eastern side of the Sutton Heath roundabout. in a south-easterly direction to point AA, a distance of 127 metres.	Removal of Restricted Road Status.
Sutton CP	Sutton Heath Roundabout southern arm From point V, in a south-easterly and then easterly direction to point Y, a distance of 133 metres.	Removal of Restricted Road Status.
Sutton CP	A47 trunk road westbound From point W, at the western side of the Sutton Heath roundabout, in a north-westerly direction to point Q, a distance of 148 metres.	Removal of Restricted Road Status.
Sutton CP	A47 trunk road eastbound From point R, at the western side of the Sutton Heath roundabout, in a north-westerly direction to point P, a distance of 179 metres.	Removal of Restricted Road Status

PART 5
REVOCATIONS & VARIATIONS OF
EXISTING TRAFFIC REGULATION ORDERS

Commencement Information

I24 Sch. 3 Pt. 5 in force at 10.3.2023, see [art. 1](#)

<i>(1)</i> <i>Parish</i>	<i>(2)</i> <i>Road name, number and length</i>	<i>(3)</i> <i>Title of Order</i>	<i>(4)</i> <i>Revocations or Variations</i>
The traffic regulation plans – sheets 3, 4, 6 and 7			
Wansford CP Sutton CP	Detrunked A47	The A47 Trunk Road (Wansford, City of Peterborough to Great Yarmouth, Norfolk) (24 Hour Clearway) Order 2013.	Paragraph 1 of the said order will not apply to the former A47 trunk road from point X7 (sheet 3), at the eastern exit of the Wansford eastern roundabout, in an easterly direction to point X9 (sheet 7) a distance of 2,486 metres
Sutton CP	Detrunked A47	The A47 Trunk Road (Wansford, City of Peterborough to Great Yarmouth, Norfolk) (24 Hour Clearway) Order 2013.	Paragraph 1 of the said order will not apply to the whole Nene Way roundabout from point X10 around the roundabout to point X10, a distance of 106 metres.
Sutton CP	Detrunked A47	The A47 Trunk Road (Wansford, City of Peterborough to Great Yarmouth, Norfolk) (24 Hour Clearway) Order 2013.	Paragraph 1 of the said order will not apply to the A47 trunk road westbound from point X11 at the eastern exit of the Nene Way roundabout, in an easterly direction to point X12 a distance of 76 metres.
Sutton CP	Detrunked A47	The A47 Trunk Road (Wansford, City of Peterborough to Great Yarmouth, Norfolk) (24 Hour Clearway) Order 2013.	Paragraph 1 of the said order will not apply to the A47 trunk road eastbound from point X13 at the eastern exit of the Nene Way roundabout, in an

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Parish</i>	(2) <i>Road name, number and length</i>	(3) <i>Title of Order</i>	(4) <i>Revocations or Variations</i>
			easterly direction to point X14 a distance of 70 metres.

PART 6

FOOTPATHS, CYCLE TRACKS, FOOTWAYS AND BRIDLEWAYS

Commencement Information

I25 Sch. 3 Pt. 6 in force at 10.3.2023, see [art. 1](#)

(1) <i>Parish</i>	(2) <i>Length of Footpath/Cycle track/Footway/ Bridleway</i>
The rights of way and access plans – sheet 2	
Wansford CP	Reference SU1 to SU2 A new cycle track across the central reservation of the A47 trunk road 25 metres west of the Wansford western roundabout from point SU1 in a southerly direction to SU2, a distance of 2.7 metres.
The rights of way and access plans – sheet 3	
Wansford CP	Reference SU3 to SU4 A cycle track on the south side of the new link to filling station and Sacrewell Farm from point SU3 at junction of Nene Way permissive bridleway with the existing unnamed access road to picnic site from Leicester Road in a north-easterly direction joining the new link road to Point SU4 at the western side of the realigned pumping station access road, a distance of 135.64 metres.
Wansford CP	Reference SU5 to SU6 A cycle track on the south side of the new link to filling station and Sacrewell Farm from point SU5 at the eastern side of the realigned pumping station access road in an easterly direction to the western side of the existing

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) Parish	(2) Length of Footpath/Cycle track/Footway/ Bridleway
	western access to the filling station at Point SU6, a distance of 295 metres.
Wansford CP	Reference SU7 to SU8 A cycle track on the south side of the new link to filling station and Sacrewell Farm from Point SU7 at the eastern side of the western access to the filling station in an easterly direction to Point SU8 at the western side of the eastern access to the filling station, a distance of 28 metres.
The rights of way and access plans – sheet 4	
Sutton CP	Reference SU9 to SU10 A shared cycle track on the south side of the new link to filling station and Sacrewell Farm and the A47 trunk road from Point SU9 at the eastern side of the existing eastern access to the filling station in an easterly direction to Point SU10, a distance of 649 metres.
Sutton CP	Reference FP1 to FP2 A new footpath to the south of the A47 trunk road in a southerly and then easterly direction from point FP2, 1,112 metres east of the Wansford eastern roundabout in an easterly direction, to point FP1 at Wansford footpath 4, a distance of 67 metres.
Sutton CP	Reference BR7 to BR1 A bridleway crossing the A47 trunk road in the vicinity of Sutton Heath Road: (8) from point BR7 on the stopped up A47, 1,275 metres east of the Wansford eastern roundabout, in a southerly direction to point BR6, a distance of 21 metres; (9) from point BR6 in an easterly direction to point BR5, a distance of 18 metres; (10) from point BR5 in a northerly direction under the existing bridge under the stopped up A47 and through a new underpass under the A47 trunk road to point BR4, a distance of 53 metres; (11) from point BR4 in an easterly direction to point BR3, a distance of 49 metres;

<i>(1)</i> <i>Parish</i>	<i>(2)</i> <i>Length of Footpath/Cycle track/Footway/ Bridleway</i>
	<p>(12) from point BR3 in a northerly direction to point BR2, a distance of 10 metres; and</p> <p>(13) from point BR2 in a westerly direction to point BR1, a distance of 38 metres.</p> <p>(14) NOTE: between point BR5 and point BR4 the bridleway is subject to:</p> <ul style="list-style-type: none"> (a) the existing road bridge carrying the de-trunked A47; and (b) the underpass under the A47 trunk road where headroom for users is subject to a limitation of 2.7 metres.
Sutton CP	<p>Reference BR7 to BR8 (sheet 6)</p> <p>A bridleway along the southern side of the stopped up A47 Roman Road from point BR7 in an easterly and then south-easterly direction to point BR8 (sheet 6) at the junction with The Drift, a distance of 577 metres.</p>
The rights of way and access plans – sheet 6	
Sutton CP	<p>Reference SU11 to SU14 (sheet 7)</p> <p>A cycle track along the southern side of the detrunked A47 from point SU11, 67 metres east of the Wansford eastern roundabout, in a south-easterly direction to point SU14 on the western side of Nene Way, a distance of 682 metres.</p>
Sutton CP	<p>Reference BR8 to BR9</p> <p>A bridleway along the stopped up The Drift from point BR8 at the western access to The Drift from the detrunked A47, in a south-easterly direction to point BR9 on The Drift, a distance of 278 metres.</p>
Sutton CP	<p>Reference SU12 to SU13</p> <p>A cycle track along the stopped up The Drift from point SU12 a the eastern access to The Drift from the detrunked A47, in a south-westerly and then south-easterly direction to point SU13 on The Drift, a distance of 50 metres.</p>
The rights of way and access plans – sheet 7	
Sutton CP	Reference FW1 to FW2

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Parish</i>	(2) <i>Length of Footpath/Cycle track/Footway/ Bridleway</i>
	A footway on the eastern side of Nene Way, from point FW1, 17 metres south of its junction with Peterborough Road passing onto the southern side of Peterborough Road, to point FW2, a distance of 40.11 metres.
Sutton CP	Reference FW3 to FW4 A footway on the northern side of Peterborough, from point FW3, 30 metres east of its junction with Nene Way in an easterly direction to point FW4, a distance of 81.40 metres.

PART 7

ROADS TO BE DETRUNKED

Commencement Information

I26 Sch. 3 Pt. 7 in force at 10.3.2023, see [art. 1](#)

(1) <i>Parish</i>	(2) <i>Length of Road</i>
The detrunking plans – sheets 3 and 4	
Wansford CP	A length of 334 metres of the existing A47 Trunk Road from point A, 87 metres north-west of the Pumping Station, to Point B.
The detrunking plans – sheets 6 and 7	
Sutton CP	A length of 512 metres of the existing A47 Trunk Road from point C, 50 metres north-west of the junction between A47 and The Drift, to point D.

PART 8

TRAFFIC REGULATION MEASURES (CLEARWAYS AND PROHIBITIONS)

Commencement Information

I27 Sch. 3 Pt. 8 in force at 10.3.2023, see [art. 1](#)

(1) <i>Parish</i>	(2) <i>Road name, number and length</i>	(3) <i>Measures</i>
The traffic regulation plans – sheet 3		
Thornhaugh CP Wansford CP	New free flow link A1 Southbound to A47 eastbound From point X1 122 metres south of Thornhaugh bridleway 8 (Windgate Way), in a southerly then south-easterly then easterly direction to point X2 (sheet 3), a distance of 1,246 metres.	Clearway (including verges, hardshoulders).
The traffic regulation plans – sheet 3		
Wansford CP	Wansford eastern roundabout The whole of the roundabout from point I around the roundabout to point I, a distance of 151 metres.	Clearway (including verges, hardshoulders).
Wansford CP Sutton CP	A47 Trunk Road eastbound From point D in an easterly direction to point R (sheet 6), a distance of 1,751 metres.	Clearway (including verges, hardshoulders).
Wansford CP Sutton CP	A47 Trunk Road westbound From point E in an easterly direction to point W (sheet 6), a distance of 1,747 metres.	Clearway (including verges, hardshoulders).
The traffic regulation plans – sheet 6		
Sutton CP	Sutton Heath Roundabout The whole roundabout from point AB around the roundabout to point AB, a distance of 175 metres.	Clearway (including verges, hardshoulders).
Sutton CP	A47 Trunk Road eastbound From point T in an easterly direction to point X14 (sheet 7), a distance of 825 metres.	Clearway (including verges, hardshoulders).
Sutton CP	A47 Trunk Road eastbound From point U in an easterly direction to point X12 (sheet 7), a distance of 824 metres.	Clearway (including verges, hardshoulders).

SCHEDULE 4

Articles 13, 17, and 28

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

The provisions described in this Schedule are shown on the rights of way and access plans in the following manner—

- (a) Existing highways are to be stopped up, as described in column (2) of Parts 1 and 2 of this Schedule, are shown by black diagonal hatching (as shown in the key on the rights of way and access plans) over the extent of the area to be stopped up, which is described in column (3) of Parts 1 and 2 of this Schedule and given a reference label in a square box (a capital A followed by a number).
- (b) New highways which are to be substituted for a highway to be stopped up (or which are otherwise to be provided), as are included in column (4) of Part 2 of this Schedule, are shown by—
 - (i) red honeycomb-hatching (for motorways and trunk roads),
 - (ii) blue cross-hatching (for other classified roads and highways),
 - (iii) yellow continuous lines (for cycle tracks), and
 - (iv) a blue continuous line (for public footpaths),
 (as shown in the key on the rights of way and access plans) and are given a reference label in a square (D for new highway to be substituted, SU for cycle tracks and FP for footpaths) followed by a number and will be a road unless the word ‘footpath’, ‘bridleway’, ‘footway’ or ‘cycle track’ appears beneath its reference letter in column (4) of Part 2 of this Schedule.
- (c) Private means of access to be stopped up, as described in column (2) of Parts 3 and 4 of this Schedule, are shown by blue diagonal hatching (as shown in the key on the rights of way and access plans) over the extent of stopping up described in column (3) of Parts 3 and 4 of this Schedule, and are given a reference label in a square (a capital B followed by a number).
- (d) New private means of access to be substituted for a private means of access to be stopped up (or which are otherwise to be provided), as are included in column (4) of Part 3 of this Schedule, are shown by purple hatching (as shown in the key on the rights of way and access plans) and are given a reference label in a square (a capital C followed by a number).
- (e) Private means of access to be altered are included in column (2) of Part 5 of this Schedule, are shown by purple line hatching (as shown in the key on the rights of way and access plans) and are given a reference label in a square (a capital C followed by a number).

PART 1

HIGHWAYS TO BE STOPPED UP FOR WHICH
NO SUBSTITUTE IS TO BE PROVIDED**Commencement Information**

I28 Sch. 4 Pt. 1 in force at 10.3.2023, see [art. 1](#)

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Area</i>	(2) <i>Highway to be stopped up</i>	(3) <i>Extent of stopping up</i>
The rights of way and access plans – sheet 3		
Wansford [^{F7} CP]	Reference A2 Part of the Unnamed Access Road to Picnic Site from Leicester Road and link to the pumping station	Reference A2 A length, from a point 103 metres north-west from the pumping station, south of its junction with stopped up A47 in a south-westerly and then southerly direction, a distance of 95 metres.
Wansford [^{F7} CP]	Reference A9 Part of the width of Unnamed Access Road to Picnic Site from Leicester Road	Reference A9 A length, from its boundary with the A1 trunk road in a north-easterly direction, for a distance of 326 metres.
The rights of way and access plans – sheet 6		
Sutton [^{F7} CP]	Reference A6 Part of The Drift	Reference A6 From the junction of The Drift with the detrunked A47 in a south-easterly direction for a distance of 271 metres.
The rights of way and access plans – sheet 7		
Sutton [^{F7} CP] ^{F8} ...	Reference A8 Part of Upton Road and part of the Nene Way roundabout	Reference A8 Part of the Nene Way roundabout and a length of Upton Road from its junction with the Nene Way roundabout in a north-easterly direction for a distance of 298 metres.

Textual Amendments

F7 Word in Sch. 4 Pt. 1 inserted (17.6.2023) by [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), art. 1, **Sch.**

F8 Word in Sch. 4 Pt. 1 omitted (17.6.2023) by virtue of [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), art. 1, **Sch.**

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

PART 2
**HIGHWAYS TO BE STOPPED UP FOR WHICH A
 SUBSTITUTE IS TO BE PROVIDED AND NEW
 HIGHWAYS WHICH ARE OTHERWISE TO BE PROVIDED**

Commencement Information
I29 Sch. 4 Pt. 2 in force at 10.3.2023, see [art. 1](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Highway to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New highway to be substituted/provided</i>
The rights of way and access plans – sheet 3			
Wansford [^{F9} CP]	Reference A1 Part of the A47 Leicester Road	Reference A1 A length from its junction with the Wansford eastern roundabout, in an easterly direction, to the new link to filling station and Sacrewell Farm, a distance of 504 metres.	References D1 and D2 Part of new link to filling station and Sacrewell Farm To be substituted by the following lengths of new highway: [^{F10} (1)] Reference D1 from the Wansford eastern roundabout in a southerly and then easterly direction for a distance of 205 metres; and [^{F10} (2)] Reference D2 from a point 205 metres south of the Wansford eastern roundabout in an easterly direction for a distance of 368 metres
The rights of way and access plans – sheet 4			
Wansford [^{F9} CP]	Reference A3 Wansford Footpath 4	Reference A3 From its junction with the existing A47 in a south-easterly direction for a distance of 27 metres.	Reference FP1 and FP2 To be substituted by a new footpath from point FP1, 27 metres south-east of the existing junction of Wansford Footpath 4 with the existing A47,

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New highway to be substituted/provided
			in a westerly and then northerly direction for 83 metres to Point FP2 on the A47 Trunk Road.
Sutton [^{F9} CP]	Reference A11 Part of Sutton Heath Road	Reference A11 From its junction with the existing A47 in a northerly direction for a distance of 28 metres.	Reference D3 and D5 To be substituted by the following lengths of new highway: [^{F10} (1)] Reference D3 (sheet 5) from a point 75 metres south-east of the junction of Sutton Heath Road with Langley Bush Road in a south-westerly direction for a distance of 117 metres; and [^{F10} (2)] Reference D5 (sheets 5 and 6) from Sutton Heath Roundabout for a distance of 537 metres in a northerly direction to the existing Sutton Heath Road
Wansford [^{F9} CP] Sutton [^{F9} CP]	Reference A5 Existing A47	Reference A5 A47 Leicester Road from a point 1,245 metres east of the Wansford eastern roundabout in an easterly and then south-easterly direction to its junction with The Drift (Sheet 6), a distance of 586 metres.	References D6 and D7 To be substituted by the following lengths of new highway: [^{F10} (1)] Reference D6 (sheets 4 and 6) from a point 1245 metres east of the Wansford eastern roundabout in an easterly direction along the A47 Trunk road to Sutton Heath roundabout, a distance of 557 metres; and [^{F10} (2)] Reference D7 (sheet 6) from a

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New highway to be substituted/provided
			point on the Sutton Heath roundabout, 1,800 metres east of the Wansford eastern roundabout, in a southerly direction to the junction of the stopped up A47 with The Drift, a distance of 94 metres.
The rights of way and access plans – sheet 5			
Sutton [^{F9} CP]	Reference A4 Sutton Heath Road	Reference A4 From the junction of Sutton Heath Road with Langley Bush Road, in a southerly and then south-westerly direction for a distance of 172 metres.	References D4 and D3 To be substituted by the following lengths of new highway: [^{F10} (1)] Reference D4 from the junction of Sutton Heath Road with Langley Bush Road in a south-easterly direction, for a distance of 101 metres; and [^{F10} (2)] Reference D3 from a point 75 metres south-east of the junction of Sutton Heath Road with Langley Bush Road in a south-westerly direction for a distance of 117 metres.
The rights of way and access plans – sheet 7			
Sutton [^{F9} CP]	Reference A7 Part of the existing A47 and part of Nene Way roundabout and Peterborough Road	Reference A7 A length of the existing A47, from its junction with Peterborough Road in a westerly direction or a distance of 285 metres and a length of the existing Nene Way roundabout and a length of Peterborough	Reference D8 (sheets 6 and 7) To be substituted by a new highway Reference D8 from the junction of the Existing A47 with Nene Way in a westerly direction for a distance of 695 metres.

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Area</i>	(2) <i>Highway to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New highway to be substituted/provided</i>
		Road from its junction with the Nene Way roundabout in a southerly direction for a distance of 52 metres.	

Textual Amendments

F9 Word in Sch. 4 Pt. 2 inserted (17.6.2023) by The A47 Wansford to Sutton (Corrections) Order 2023 (S.I. 2023/667), art. 1, **Sch.**

F10 Words in Sch. 4 Pt. 2 renumbered (17.6.2023) by The A47 Wansford to Sutton (Corrections) Order 2023 (S.I. 2023/667), art. 1, **Sch.**

PART 3

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

Commencement Information

I30 Sch. 4 Pt. 3 in force at 10.3.2023, see **art. 1**

(1) <i>Area</i>	(2) <i>Private means of access to be stopped</i>	(3) <i>Extent of stopping up</i>	(4) <i>New private means of access to be substituted or provided</i>
The rights of way and access plans – sheet 1			
[^{F11} Thornhaugh CP]	Reference B1 Access to the A1 Houses from the A1 trunk road southbound	Reference B1 The whole of the private access from the northern boundary of Thornhaugh Bridleway 8 (Windgate Way) in a northerly direction for a distance of 72 metres.	Reference C1 New private access road to the A1 Houses from the junction of the A1 trunk road with the access to Abbott’s Cottages and Sacrewell Lodge in an easterly direction for a distance of 37 metres, and then a southerly direction for a distance

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Private means of access to be stopped</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New private means of access to be substituted or provided</i>
			of 260 metres to the northern boundary of Thornhaugh Bridleway 8 (Windgate Way).
The rights of way and access plans – sheet 3			
Wansford [^{F12} CP]	Reference B3 Access to Sacrewell Farm from the unnamed access road to picnic site from Leicester Road.	Reference B3 The whole of the private access track from its junction with the stopped up A47 in a northerly direction for 232 metres to where the access road diverges, and including the north-westerly diverge towards Sacrewell Farm for a distance of 35 metres and the north-easterly diverge for a distance of 9 metres.	Reference C2 A new private means of access to Sacrewell Farm from the new link to filling station and Sacrewell Farm in a northerly direction passing through the Sacrewell Farm underbridge and continuing in a northerly and then easterly direction to tie in with the existing private access road which leads to the east of Sacrewell Farm, a distance of 404 metres.
Wansford [^{F12} CP]	Reference B4 Access to field to the north of the existing link to the A47.	Reference B4 Private access along the existing link from the existing A47, 280 metres south west of the Wansford eastern roundabout	Reference C8 New private access from the new link to the petrol station to the existing road to be stopped up to the west of the pumping station. This access will be used for the maintenance of existing utilities along that existing road and also, for maintenance of the proposed ecological mitigation area to the west to the petrol station road.

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Private means of access to be stopped</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New private means of access to be substituted or provided</i>
Wansford [^{F12} CP]	Reference A2 Part of the Unnamed Access Road to Picnic Site from Leicester Road and link to the pumping station	Reference A2 A length, from a point 103 metres north-west from the pumping station, south of its junction with stopped up A47 in a south westerly and then southerly direction, a distance of 95 metres.	Reference C9 New private access from the new link to the petrol station to the existing road to be stopped up. This access will be used for the maintenance of existing utilities along that existing road to the east of the pumping station.
Wansford [^{F12} CP]	None	None	Reference C10 New private access from the new link to the petrol station to the proposed A47 west bound verge. This access will be used for maintenance of the proposed traffic monitoring equipment in the mainline verge.
The rights of way and access plans – sheet 4			
Sutton [^{F12} CP]	Reference B6 Access to Old Station House on the Western Side of Sutton Heath Road 51 metres north of the junction of Sutton Heath Road with the existing A47.	Reference B6 The whole of the private access from a point 51 metres north of the junction of Sutton Heath Road with the existing A47 in a northerly direction for a distance of 1 metre.	Reference C3 A part new and part improved private means of access to Old Station House from a point 51 metres north of the junction of Sutton Heath Road with the existing A47 in a northerly direction, for a distance of 7 metres.
The rights of way and access plans – sheet 6			
Sutton [^{F12} CP]	None	None	Reference C4 A new private means of access on the western side of the

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Private means of access to be stopped</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New private means of access to be substituted or provided</i>
			new link to Sutton Heath Road from a point 320 metres south of the junction of Sutton Heath Road and Langley Bush Road (sheet 5) for a distance of 8.5 metres.
Sutton [^{F12} CP]	None	None	Reference C5 A new private means of access on the eastern side of the new link to Sutton Heath Road from a point 323 metres south of the junction of Sutton Heath Road and Langley Bush Road (sheet 5) for a distance of 8.5 metres.
Sutton [^{F12} CP]	None	None	Reference C7 A new private means of access to Deep Springs along the line of the stopped up A47 from a point 60 metres south of the Sutton Heath roundabout in a westerly direction for a distance of 266 metres.
The rights of way and access plans – sheet 7			
Sutton [^{F12} CP]	Reference B7 Field access on the western side of Upton Road	Reference B7 The whole of the private access from a point 312 metres north east of the Nene Way roundabout in a north-easterly direction for a distance of 5 metres.	Reference C6 A new private means of access on the western side Upton Road at the north-western end of the new turning head on Upton Road from a point 317 metres north east of the Nene Way

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) Area	(2) Private means of access to be stopped	(3) Extent of stopping up	(4) New private means of access to be substituted or provided
			roundabout in a north-easterly direction for a distance of 9 metres.

Textual Amendments

F11 Words in Sch. 4 Pt. 3 substituted (17.6.2023) by The A47 Wansford to Sutton (Corrections) Order 2023 (S.I. 2023/667), art. 1, Sch.

F12 Word in Sch. 4 Pt. 3 inserted (17.6.2023) by The A47 Wansford to Sutton (Corrections) Order 2023 (S.I. 2023/667), art. 1, Sch.

PART 4

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

Commencement Information

I31 Sch. 4 Pt. 4 in force at 10.3.2023, see [art. 1](#)

(1) Area	(2) Private means of access to be stopped up	(3) Extent of stopping up
The rights of way and access plans – sheet 2		
Wansford [^{F13} CP]	Reference B2 Access to Sacrewell Farm from the A1, 472 metres south of Thornhaugh Bridleway 8 (Windgate Way).	Reference B2 Part of the private access from a point 14 metres south of Thornhaugh Bridleway 8 (Windgate Way) in an easterly direction for a distance of 39 metres.
The rights of way and access plans – sheet 4		
Wansford [^{F14} CP]	Reference B5 Private access road from existing A47 64 metres north of the river Nene.	Reference B5 A point extending 7 metres south from the existing A47.
Sutton [^{F14} CP]	Reference B8	Reference B8

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Area</i>	(2) <i>Private means of access to be stopped up</i>	(3) <i>Extent of stopping up</i>
	Access along the Eastbound carriageway of the existing A47, 65 metres west of the existing bridge over the abandoned railway.	A point extending for 34 metres heading north east from the existing eastbound A47 carriageway.

Textual Amendments

F13 Word in Sch. 4 Pt. 4 inserted (17.6.2023) by [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), art. 1, **Sch.**

F14 Word in Sch. 4 Pt. 4 substituted (17.6.2023) by [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), art. 1, **Sch.**

PART 5

ALTERATIONS TO PRIVATE MEANS OF ACCESS

Commencement Information

I32 Sch. 4 Pt. 5 in force at 10.3.2023, see [art. 1](#)

(1) <i>Parish(es)</i>	(2) <i>Private means of access to be altered</i>
The rights of way and access plans – sheet 3	
Wansford [^{F15} CP]	Reference C2A Modified southern access to Sacrewell Farm from a point 2 metres north-west of the diverge in the current access road in a north westerly and then westerly direction, a distance of 30 metres.

Textual Amendments

F15 Word in Sch. 4 Pt. 5 inserted (17.6.2023) by [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), art. 1, **Sch.**

SCHEDULE 5

Article 27

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

Commencement Information

I33 Sch. 5 in force at 10.3.2023, see [art. 1](#)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
1/3f	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	2, 3
1/4b	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with</p>	2, 3

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	<p>accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
1/5a	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	2, 3
1/6b	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables</p>	2, 3

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	<p>including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
1/7b	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	2, 3
1/8b	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p>	2, 3

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
1/10d	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	5
3/1h	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with</p>	16, 18

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	<p>accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
3/1m	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	16
3/1n	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	16

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
3/2j	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult</p>	27
3/2l	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	26
3/3h	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p>	26

(1) <i>Plot reference number shown on land plans</i>	(2) <i>Purpose for which rights over land may be acquired</i>	(3) <i>Works for which rights over land may be acquired</i>
	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
3/4d	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	16
3/4f	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables and 11kv electricity cable together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p>	8, 16, 26, 27

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
3/4j	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	16
3/4k	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p>	16, 18

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	<p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
3/6b	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	16, 18
3/7b	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p>	16, 17, 18

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	<p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
3/7c	<p>Divert, install, underground, alter, create new connections to, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	17
3/7d	<p>Divert, install, underground, alter, create new connections to, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	17
3/8b	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, create new connections to, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with</p>	27

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	<p>accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
4/3e	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	29
4/6c	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, create new connections to, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p>	29, 31, 33, 36

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	<p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
4/7b	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights, bat hotel and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	33, 34, 36
4/9e	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p>	33, 36, 37, 38

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	<p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
4/10a	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	36
5/2c	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p>	36

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	<p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
5/4b	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	55, 56
5/4c	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables and 11kV electricity cable together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	57
5/4e	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables and 11kv electricity cable together with accesses to highways</p>	55, 57

<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	<p>and associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
5/4f	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	55, 56
5/6d	<p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p>	56

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<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.	
5/6j	Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers. Right to pass and repass with or without plant and vehicles and including access to highways. To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.	58
5/7b	Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers. Right to pass and repass with or without plant and vehicles and including access to highways. To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.	56
5/7d	Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers. Right to pass and repass with or without plant and vehicles and including access to highways. To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.	58

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<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
6/4f	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	49
6/5c	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	49
7/3d	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with</p>	48

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<i>(1)</i> <i>Plot reference number shown on land plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Works for which rights over land may be acquired</i>
	<p>accesses to highways and associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	
7/4c	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure.</p> <p>Right to pass and repass with or without plant and vehicles and including access to highways.</p> <p>To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.</p>	49
7/4e	<p>Place, divert, alter, remove or maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers.</p> <p>Divert, install, underground, alter, retain, use, monitor and maintain and remove electricity cables including overhead electricity cables together with accesses to highways and associated infrastructure including marker posts and inspection chambers.</p>	48, 52

(1) <i>Plot reference number shown on land plans</i>	(2) <i>Purpose for which rights over land may be acquired</i>	(3) <i>Works for which rights over land may be acquired</i>
	Divert, install, underground, alter, retain, use, monitor and maintain and remove water pipelines, conduits and associated infrastructure. Right to pass and repass with or without plant and vehicles and including access to highways. To include restrictive covenants for protecting the installed apparatus from excavation and to prevent access to the installed apparatus being made materially more difficult.	

SCHEDULE 6

Article 27

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

Compensation enactments

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

Commencement Information

I34 Sch. 6 para. 1 in force at 10.3.2023, 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)(11) (relevant valuation date) of the 1961 Act substitute—

“(5A) If—

- (a) the acquiring authority enters on land for the purposes of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 6 to the A47 Wansford to Sutton Development Consent Order 2023 (“the A47 Wansford to Sutton Order”));
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8)

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

of Schedule 6 to the A47 Wansford to Sutton Order) to acquire an interest in the land; and

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

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

Commencement Information

I35 Sch. 6 para. 2 in force at 10.3.2023, see [art. 1](#)

3.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973⁽¹²⁾ has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5(3)—

- (a) for “land is acquired or taken from” substitute “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for “acquired or taken from him” substitute “over which the right is exercisable or the restrictive covenant enforceable”.

Commencement Information

I36 Sch. 6 para. 3 in force at 10.3.2023, see [art. 1](#)

Application of Part 1 of the 1965 Act

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 30 (modification of Part 1 of the 1965 Act)) to the acquisition of land under article 24 (compulsory acquisition of land), applies to the compulsory acquisition of a right by the creation of a new right, or to the imposition of a restrictive covenant under article 27(1) (compulsory acquisition of rights and imposition of restrictive covenants)—

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

Commencement Information

I37 Sch. 6 para. 4 in force at 10.3.2023, 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

(12) 1973 c. 26.

(b) the land over which the right is or is to be exercisable, or the restriction is or is to be enforceable.

(3) For Section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

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

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

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

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11(13) (powers of entry) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right or 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 24), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant; and sections—

- (a) 11A(14) (powers of entry: further notices of entry);
- (b) 11B(15) (counter-notice requiring possession to be taken on specified date);
- (c) 12(16) (unauthorised entry); and
- (d) 13(17) (refusal to give possession to acquiring authority),

of the 1965 Act are modified correspondingly.

(6) Section 20(18) (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.

(13) 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.

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

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

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

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

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

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 30(4) (modification of Part 1 of the 1965 Act) is also modified so as to enable the acquiring authority in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

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

“SCHEDULE 2A

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

Introduction

1.—(1) This Schedule applies where an undertaker serves a notice to treat in respect of a right over, or a restrictive covenant affecting, the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 31 (application of the 1981 Act) of the A47 Wansford to Sutton Development Consent Order 2023 in respect of the land to which the notice to treat relates.

(2) But see article 32(3) (acquisition of subsoil or airspace only) of the A47 Wansford to Sutton Development Consent Order 2023 which excludes the acquisition of subsoil or airspace only from this Schedule.

2. In this Schedule, “house” includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the acquiring authority to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the undertaker 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 undertaker 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 undertaker decides to refer the counter-notice to the Upper Tribunal it must do so within the decision period.

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

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

Determination by the upper Tribunal

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

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making the determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant,
- (b) the use to be made of the right or covenant proposed to be acquired or imposed, and
- (c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

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

14.—(1) If the Upper Tribunal determines that the undertaker ought to be required to take some or all of the house, building or factory, the acquiring authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the undertaker withdraws the notice to treat under this paragraph it must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawing of the notice.

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

Commencement Information

I38 Sch. 6 para. 5 in force at 10.3.2023, see [art. 1](#)

SCHEDULE 7

Article 34

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

Commencement Information

I39 Sch. 7 in force at 10.3.2023, see [art. 1](#)

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Location</i>	(2) <i>Plot Reference Number shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
Parish of Thornhaugh	1/1a	Temporary storage and working area to support construction of the following in adjoining land parcels: a new private means of access to 4 properties, diversion, protection and removal of potable water pipes and the protection of the NGG gas pipeline including the crossing of Work No. 2.	2, 3, 4
Parish of Thornhaugh	1/1c	Temporary storage and working area to support construction of the following in adjoining land parcels: a new private means of access to 4 properties, diversion, protection and removal of potable water pipes, electronic communication cables and apparatus, and overhead and underground electricity cables.	2, 3
Parish of Thornhaugh	1/1e	Temporary storage and working area to support construction of the following in adjoining land parcels: diversion, protection and removal of potable water pipes, electronic communication cables and apparatus, overhead and underground electricity cables crossing Work No. 2 and protection of NGG gas pipeline.	3, 4
Parish of Thornhaugh	1/3a	Temporary storage and working area to support construction of the following in adjoining land parcels: diversion, protection and removal of potable water pipes, electronic communication cables and apparatus, and overhead and underground electricity cables and adjacent utility works.	3
Parish of Thornhaugh	1/3c	Temporary storage and working area to support construction of the following in adjoining land parcels: diversion, protection and removal of potable water pipes, electronic communication cables and apparatus, and overhead and underground electricity cables and adjacent utility works.	3
Parish of Thornhaugh	1/9a	Protection, diversion and removal of existing water pipes, electricity and telecommunications cables and associated apparatus	2, 3

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Plot Reference Number shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Relevant part of the authorised development</i>
		<p>Temporary storage and working area to support construction of the following in adjoining land parcels: new private means of access to 4 properties and a service vehicle turning point including earthworks and associated drainage.</p> <p>Temporary storage and working area to support construction of the following in adjoining land parcels: diversion, protection and removal of potable water pipes, electronic communication cables and apparatus, and overhead and underground electricity cables and adjacent utility works.</p>	
Parish of Thornhaugh	1/10a	Temporary storage and working area to support construction of the following in adjoining land parcels: diversion, protection and removal of potable water pipes, electronic communication cables and apparatus, and overhead and underground electricity cables and adjacent utility works.	3, 5
Parish of Wansford	2/1d	<p>Temporary protection of electricity and telecommunications cables and associated apparatus.</p> <p>Temporary storage and working area to support construction of the following in adjoining land parcels: improvement to the eastbound carriageway of the existing A47 including the realignment of the central reserve and a new cycle crossing point at the Wansford western roundabout.</p>	12
Parish of Thornhaugh	2/3b	Temporary storage and working area to support construction of the following in adjoining land parcels: new carriageway to create a free flow link from A1 southbound to the dualled A47 eastbound including embankments and associated drainage.	5, 6

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Location</i>	(2) <i>Plot Reference Number shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
		Temporary storage and working area to support diversion and removal of underground electronic communication cables and apparatus and adjacent utilities works.	
Parish of Wansford	3/1c	<p>Temporary protection of electricity and telecommunications cables and associated apparatus.</p> <p>Temporary storage and working area to support construction of the following in adjoining land parcels new carriageway to create a free flow link from A1 southbound to the dualled A47 eastbound including embankments and associated drainage.</p> <p>Temporary storage to facilitate construction of the following in adjoining land parcels: the dualling of the A47 mainline including earthworks and associated drainage.</p> <p>Temporary storage and working area to support diversion, protection and removal of potable water pipes, electronic communication cables and apparatus, and overhead and adjacent utilities works.</p>	1, 2, 6
Parish of Wansford	3/1j	<p>Temporary protection of electronic communications cables and associated apparatus.</p> <p>Temporary access to facilitate construction of the following in adjoining land parcels: diversion and removal of electronic communication cables and apparatus and diversion of water pipes and construction of a site office and construction areas.</p>	16
Parish of Wansford	3/1l	Temporary protection of water pipes, sewers, electricity and telecommunications cables and associated apparatus.	16

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Location</i>	(2) <i>Plot Reference Number shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
		Temporary access to facilitate construction of the following in adjoining land parcels: diversion and removal of electronic communication cables and apparatus and diversion of water pipes and construction of a site office and construction areas.	
Parish of Wansford	3/1o	Temporary protection of electronic communications cables and associated apparatus. Temporary access to facilitate construction of the following in adjoining land parcels: diversion and removal of electronic communication cables and apparatus and diversion of water pipes and construction of a site office and construction areas.	16
Parish of Wansford	3/2c	Temporary welfare and compound area including a haul route.	24
Parish of Wansford	3/2e	Temporary storage to facilitate construction of the following in adjoining land parcels: the dualling of the A47 mainline from the existing Wansford eastern roundabout to the existing A47 including earthworks and associated drainage. Temporary storage and working area to facilitate construction of the following in adjoining land parcels: a new Sacrewell Farm access road connecting to Work No. 15 and running north passing through the Sacrewell Farm underbridge including earthworks and drainage. Temporary welfare and compound area including a haul route.	1, 21, 24
Parish of Wansford	3/2i	Temporary protection of water pipes and associated apparatus. Temporary storage to facilitate construction of the following in adjoining land parcels: the dualling of the A47 mainline from the existing Wansford eastern roundabout to the termination	1, 21, 24

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Location</i>	(2) <i>Plot Reference Number shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
		<p>point to the east for tie into existing A47 including earthworks and associated drainage.</p> <p>Temporary storage and working area to facilitate construction of the following in adjoining land parcels: a new Sacrewell Farm access road connecting to Work No. 15 and running north passing through the Sacrewell Farm underbridge including earthworks and drainage.</p> <p>Temporary welfare and compound area including a haul route.</p>	
Parish of Wansford	3/2k	<p>Temporary storage to facilitate construction of the following in adjoining land parcels: the dualling of the A47 mainline from the existing Wansford eastern roundabout to the termination point to the east for tie into existing A47 including earthworks and associated drainage.</p> <p>Temporary welfare and compound area including a haul route.</p>	1, 24
Parish of Wansford	3/3d	<p>Temporary storage and working area to support provision of a new Sacrewell Farm access road connecting to Work No. 15 and running north passing through the Sacrewell Farm underbridge including earthworks and drainage.</p>	23
Parish of Wansford	3/3g	<p>Temporary storage and working area to support provision of a new Sacrewell Farm access road connecting to Work No. 15 and running north passing through the Sacrewell Farm underbridge including earthworks and drainage and access link to Sacrewell Farm.</p>	23
Parish of Wansford	3/4h	<p>Temporary protection of electronic communications cables and associated apparatus.</p> <p>Temporary access to facilitate construction of the following in adjoining land parcels:</p>	16, 25

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Location</i>	(2) <i>Plot Reference Number shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
		diversion and removal of electronic communication cables and apparatus and diversion of water pipes, provision of a site office and construction area and a new Sacrewell Farm Underbridge under the dualled A47 (Work No. 1) including structural units, concrete foundations, drainage and waterproofing.	
Parish of Wansford	3/4i	<p>Temporary protection of electronic communications cables and associated apparatus.</p> <p>Temporary access to facilitate construction of the following in adjoining land parcels: diversion and removal of electronic communication cables and apparatus and diversion of water pipes, provision of a site office and construction area and</p> <p>protection, diversion and resilience works to large diameter water pipelines and associated apparatus and adjacent utility works.</p>	16, 27
Parish of Wansford	3/5a	Temporary storage and working area to facilitate construction of the following in adjoining land parcels: the removal of underground electricity cables crossing Work Nos. 1, 8, 10, 11, 13, 16, 17, 21 and 26, and improvements to the existing A1/A47 on and off ramps to the Wansford east roundabout including earthwork widening.	9, 11, 27
Parish of Wansford	4/2b	Temporary storage to facilitate construction of the following in adjoining land parcels: the dualling of the A47 mainline from the existing Wansford eastern roundabout to the existing A47 including earthworks and associated drainage, the provision of support for a new balancing pond to the north of the dualled A47 (Work No. 1) including drainage inlets, an outlet to river Nene and an access track.	1, 28, 29

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Location</i>	(2) <i>Plot Reference Number shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
		Temporary storage and working area to support the diversion and removal of overhead electrical cables and adjacent utilities works.	
Parish of Wansford and Parish of Sutton	4/2f	Temporary storage to facilitate construction of the following in adjoining land parcels: the dualling of the A47 mainline from the existing Wansford eastern roundabout to the existing A47 including earthworks and associated drainage and adjacent utilities works.	1, 16, 26
Parish of Sutton	4/2i	Temporary storage to facilitate construction of the following in adjoining land parcels: the dualling of the A47 mainline from the existing Wansford eastern roundabout to the termination point to the existing A47 including earthworks and associated drainage and adjacent utilities works and provision of a new balancing pond to the north of the dualled A47 (Work No. 1) including drainage inlets, an outlet to river Nene and an access track.	1, 16, 26, 27, 28
Parish of Wansford	4/3d	Temporary storage to facilitate construction of the following in adjoining land parcels: the dualling of the A47 mainline from the existing Wansford eastern roundabout to the existing A47 including earthworks and associated drainage, a new length of carriageway to form a new link road from A47 Wansford eastern roundabout (Work No. 13) and a new A47 westbound off slip from the dualled A47 (Work No. 1) including earthworks, associated drainage and a cycle track, and adjacent utilities works.	1, 15, 16, 29
Parish of Wansford	4/3f	Temporary storage and working area to support diversion and removal of overhead electrical cables crossings and utilities works in adjoining land parcels.	29
Parish of Sutton	4/5b	Temporary storage and working area to support diversion and removal of electronic communication cables and apparatus and utilities works in adjoining land parcels.	36

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Plot Reference Number shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Relevant part of the authorised development</i>
Parish of Sutton	4/6b	Temporary storage and working area to support diversion and removal of overhead electrical cables crossings and utilities works in adjoining land parcels.	29, 32
Parish of Sutton	4/9a	Temporary access route from Work No. 37 turning to temporary welfare and compound area including a haul road to the north of the dualled A47 (Work No. 1) and a new temporary access track from Work No. 37.	38
Parish of Sutton	5/3a	Temporary storage and working area to facilitate construction of the following in adjoining land parcels: new Sutton Heath House roundabout (Work No. 44) north to Sutton Heath Road including earthworks and drainage and access points.	42
Parish of Sutton	5/3b	Temporary storage and working area to facilitate construction of the following in adjoining land parcels: new Sutton Heath House roundabout (Work No. 44) north to Sutton Heath Road including earthworks and drainage and access points.	42
Parish of Upton	5/4d	Temporary storage and working area to support diversion of electronic overhead and underground communication cables and apparatus crossings in adjoining land parcels.	56
Parish of Upton	5/5b	Temporary storage and working area to support improvements to the existing Upton Drift including passing places and other works in adjoining land parcels.	55
Parish of Upton	5/6a	Temporary storage and working area to support construction of the following in adjoining land parcels: improvements to the existing Upton Drift including passing places, widening the metalled surface into highway verge, straightening of the S-bend and sight lines and widening of its existing junction with Langley Bush Road and the existing junction adjacent to Model Farm.	55
Parish of Upton	5/6c	Temporary storage and working area to support improvements to the existing	55

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Location</i>	(2) <i>Plot Reference Number shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
		Upton Drift including passing places in adjoining land parcels.	
Parish of Upton	5/6e	Temporary storage and working area to support improvements to the existing Upton Drift including passing places and connected works in adjoining land parcels.	55
Parish of Upton	5/6g	Temporary storage and working area to support diversion of electronic overhead and underground communication cables and apparatus crossings in adjoining land parcels.	56
Parish of Upton	5/6h	Temporary storage and working area to support diversion of electronic overhead and underground communication cables and apparatus crossing in adjoining land parcels.	56
Parish of Upton	5/6k	Temporary storage and working area to support diversion of the underground cables and protection of the foul sewer crossings in adjoining land parcels.	58
Parish of Upton	5/6l	Temporary storage and working area to support improvements to the existing Upton Drift including passing places, widening the metalled surface into highway verge, straightening of the S- bend and sight lines and widening of its existing junction with Langley Bush Road and the existing junction adjacent to Model Farm including earthworks and drainage in adjoining land parcels.	55
Parish of Upton	5/7a	Temporary storage and working area to support improvements to the existing Upton Drift including passing places, widening the metalled surface into highway verge, straightening of the S- bend and sight lines and widening of its existing junction with Langley Bush Road and the existing junction adjacent to Model Farm including earthworks and drainage in adjoining land parcels.	55
Parish of Upton	5/7c	Temporary storage and working area to support improvements to the existing	55

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Location</i>	(2) <i>Plot Reference Number shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
		Upton Drift including passing places, widening the metalled surface into highway verge, straightening of the S- bend and sight lines and widening of its existing junction with Langley Bush Road and the existing junction adjacent to Model Farm including earthworks and drainage in adjoining land parcels.	
Parish of Upton	5/8a	Temporary storage and working area to support diversion of the underground cables and protection of the foul sewer crossings in adjoining land parcels.	58
Parish of Sutton	6/1e	Temporary storage and working area to support with the creation of a new turning head to the existing Drift with gated access for service providers for 250 metres including earthworks, drainage, sub-base layers, pavement, signage, fence and gates in adjoining land parcels.	47
Parish of Sutton	6/2a	Temporary storage and working area to support a new access route from Work No. 37, temporary welfare and compound area including haul road to the north of the dualled A47 in adjoining land parcels.	38
Parish of Sutton	6/3f	Temporary storage and working area to support creation of new turning head to the existing drift with gated access for service providers for 250 metres including earthworks, drainage, sub-base layers, pavement, signage, fence, and gates in adjoining land parcels.	47
Parish of Sutton	6/3h	Temporary storage and working area to support diversion and removal of existing electronic communication cables and apparatus, underground electricity cables, and utility works in adjoining land parcels.	48
Parish of Sutton	6/4a	To support access route from Work No. 37.	36, 38

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Location</i>	(2) <i>Plot Reference Number shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
		<p>Temporary welfare and compound area including haul road to the north of the dualled A47 (Work No. 1).</p> <p>To support diversion and removal of electronic communication cables and apparatus, electrical cables and potable water pipes and adjacent utility works in adjoining land parcels.</p>	
Parish of Sutton	6/4e	<p>Temporary storage and working area to support a new access route from Work No. 37.</p> <p>Temporary welfare and compound area including haul road to the north of the dualled A47 (Work No. 1) and a new temporary access track from Work No. 37.</p>	38
Parish of Sutton	6/4g	<p>Temporary storage and working area to support a new access route from Work No. 37. Temporary welfare and compound area including haul road to the north of the dualled A47 (Work No. 1) and a new temporary access track from Work No. 37.</p> <p>Temporary storage and working area to facilitate the protection, diversion and resilience works to potable water pipes and associated apparatus and adjacent utility works in adjoining land parcels.</p>	38, 49
Parish of Sutton	6/5b	Temporary storage and working area to support the following in adjoining land parcel: diversion, and removal of existing electronic communication cables and apparatus, underground electricity cables, and adjacent utility works, ecological works and provision of landscaping area to the south of the dualled A47.	39, 48
Parish of Sutton	6/5e	Temporary storage and working area to support alterations to The Drift in adjoining land parcels.	47
Parish of Sutton	7/3a	Temporary storage and working area to support alterations to The Drift and to facilitate the protection, diversion and	47, 49

<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Plot Reference Number shown on land plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Relevant part of the authorised development</i>
		resilience works to potable water pipes and associated apparatus and utility works in adjoining land parcels.	
Parish of Sutton	7/4b	Temporary storage and working area to support alterations to The Drift and to support diversion and removal of existing electronic communication cables and apparatus, underground electricity cables, and potable water pipes and utility works in adjoining land parcels.	47, 48

SCHEDULE 8

Article 39

REMOVAL OF HEDGEROWS AND TREES

PART 1

REMOVAL OF HEDGEROWS

Commencement Information

I40 Sch. 8 Pt. 1 in force at 10.3.2023, see [art. 1](#)

<i>(1)</i> <i>Location of hedgerow</i>	<i>(2)</i> <i>Work to be carried out</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
Located at the A1 side road, next to the proposed access to the properties on the A1. H2 shown on sheet 1 of the Hedgerow Plans.	Partial removal	Work nos. 2, 3 and 4
Located at A1 side road. H3 shown on sheet 2 of the Hedgerow Plans.	Full removal	Work nos. 5, 6 and 7
Located at the pond maintenance track next to the	Partial removal	Work nos. 9 and 10

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Location of hedgerow</i>	<i>(2)</i> <i>Work to be carried out</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
<p>new proposed free flow link road from the A1 to the A47.</p> <p>H4 and H6 shown on sheets 3 of the Hedgerow Plans.</p>		
<p>Located at the proposed Sacrewell Farm Access Road.</p> <p>H7 shown on sheet 3 of the Hedgerow Plans.</p>	<p>Partial removal</p>	<p>Work no. 21</p>
<p>Located at the existing A47 near the proposed Sacrewell Farm Access Road.</p> <p>H9 shown on sheet 3 of the Hedgerow Plans.</p>	<p>Partial removal</p>	<p>Work nos. 1, 8, 9, 17 and 21</p>
<p>Located at the existing A47 nearby the proposed Sacrewell Farm Access Road.</p> <p>H11 and H13 on sheet 3 of the Hedgerow Plans.</p>	<p>Partial removal</p>	<p>Work nos. 8, 17 and 21</p>
<p>Located at the existing A47 near the existing Sacrewell Farm link road.</p> <p>H15 shown on sheets 3 and 4 of the Hedgerow Plans.</p>	<p>Partial removal</p>	<p>Work nos. 1, 15, 16, 27 and 28</p>
<p>Located at the existing A47 near the existing Sacrewell Farm link road.</p> <p>H16 shown on sheet 3 of the Hedgerow Plans.</p>	<p>Full removal</p>	<p>Work nos. 8, 15, 16, 26 and 27</p>
<p>Located at the existing A47 where it overlaps with the proposed A47.</p> <p>H17 shown on sheet 4 of the Hedgerow Plans.</p>	<p>Full removal</p>	<p>Work nos. 1, 15, 16, 28, 29, 30, 33, 36 and 40</p>
<p>Located at the existing A47 where it overlaps with the proposed A47.</p>	<p>Partial removal</p>	<p>Work nos. 1, 16 and 28</p>

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Location of hedgerow</i>	<i>(2)</i> <i>Work to be carried out</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
H19 shown on sheet 4 of the Hedgerow Plans.		
Located at the new link to Sutton Heath Road and Langley Bush Road. H21 shown on sheet 5 of the Hedgerow Plans.	Partial removal	Work nos. 36, 42 and 43
Located near the new A47 Sutton Roundabout. H29 shown on sheet 6 of the Hedgerow Plans.	Partial removal	Work nos. 1 and 38
Located at the new link to Sutton Heath Road. H31 shown on sheet 6 of the Hedgerow Plans.	Partial removal	Work nos. 36 and 42
Located at the new A47 Sutton roundabout. H33 shown on sheet 6 of the Hedgerow Plans.	Partial removal	Work nos. 1, 36 and 46
Located at the proposed A47 dual carriageway. H35 shown on sheet 6 of the Hedgerow Plans.	Partial removal	Work nos. 1 and 49
Located at the proposed A47 dual carriageway. H38 shown on sheet 7 of the Hedgerow Plans.	Partial removal	Work nos. 1 and 48
Located at the existing A47 where it is used as cycle path/footway. H39 shown on sheet 6 of the Hedgerow Plans.	Partial removal	Work nos. 36 and 40
Located at the new link with Peterborough Road. H42 shown on sheet 6 and 7 of the Hedgerow Plans.	Partial removal	Work nos. 45, 48 and 49

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

<i>(1)</i> <i>Location of hedgerow</i>	<i>(2)</i> <i>Work to be carried out</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
Located at the new pond near Nene Way. H44 shown on sheet 7 of the Hedgerow Plans.	Partial removal	Work nos. 48 and 50
Located at the new link with Peterborough Road. H46 shown on sheet 7 of the Hedgerow Plans.	Partial removal	Work nos. 45, 48 and 50
Located at the new link with Peterborough Road H49 shown on sheet 7 of the Hedgerow Plans.	Partial removal	Work nos. 45, 48, 50 and 52
Located at the proposed A47 dual carriageway. H51 shown on sheet 7 of the Hedgerow Plans.	Partial removal	Work nos. 1 and 48
Located at Upton Road. H53 shown on sheet 7 of the Hedgerow Plans.	Partial removal	Work nos. 53 and 54
Located at Upton Road. H54 shown on sheet 7 of the Hedgerow Plans.	Full removal	Work nos. 53 and 54
Located at Upton Drift. H55 and H56 shown on sheet 5 (Inset 5B) of the Hedgerow Plans.	Full removal	Work nos. 55, 56, 57 and 58

PART 2

REMOVAL OF IMPORTANT HEDGEROWS

Commencement Information

I41 Sch. 8 Pt. 2 in force at 10.3.2023, see [art. 1](#)

<i>(1)</i> <i>Location of hedgerow</i>	<i>(2)</i> <i>Work to be carried out</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
Located at the new link to Sutton Road. H23 shown on sheet 5 of the Hedgerow Plans.	Partial removal	Work nos. 36, 42 and 43
Located at the new link to Sutton Road. H25 shown on sheet 5 of the Hedgerow Plans.	Partial removal	Work nos. 36 and 41
Located at the Wansford NMU Underpass to Sutton Heath Road. H27 shown on sheet 4 of the Hedgerow Plans.	Partial removal	Work nos. 1, 33, 37 and 38

SCHEDULE 9

Articles 36 and 46

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF ELECTRICITY,
GAS, WATER AND SEWAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this Part of this Schedule the following provisions have effect, unless otherwise identified in another Part of this Schedule or agreed in writing between the undertaker and the utility undertaker concerned.

Commencement Information

I42 Sch. 9 para. 1 in force at 10.3.2023, see [art. 1](#)

2. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(19)), belonging to or maintained by that utility undertaker;

(19) 1989 c. 29. The definition of “electricity plant” (in section 64) was amended by section 108 of, and paragraphs 24 and 38(1) and (3) of Schedule 6 to, the Utilities Act 2000 (c. 27).

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

- (b) in that case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter within the meaning of Part 1 of the Gas Act 1986⁽²⁰⁾ for the purposes of gas supply;
- (c) in the case of water undertaker, mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and
- (d) in the case of a sewerage undertaker—
 - (i) any drain or works vested in the utility undertaker under the Water Industry Act 1991⁽²¹⁾; and
 - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4)⁽²²⁾ (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreement to adopt sewers, drains or sewage disposal works at future date) of that Act⁽²³⁾,

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation)⁽²⁴⁾ of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works,

and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

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

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

“utility undertaker” means—

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

I43 Sch. 9 para. 2 in force at 10.3.2023, see [art. 1](#)

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

⁽²¹⁾ 1991 c. 56.

⁽²²⁾ Section 102(4) was amended by section 96(1)(c) of the Water Act 2003 (c. 37).

⁽²³⁾ Section 104 was amended by sections 96(4) and 101(2) of, and Part 3 of Schedule 9 to, the Water Act 2003; section 42(3) of the Flood and Water Management Act 2010 (c. 29); and sections 11(1) and (2) and 56 of, and paragraphs 2 and 91 of Schedule 7 to, the Water Act 2014 (c. 21).

⁽²⁴⁾ There are amendments to section 219 which are not relevant to this Order.

On street apparatus

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Commencement Information

I44 Sch. 9 para. 3 in force at 10.3.2023, see [art. 1](#)

Apparatus in stopped up streets

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

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

Commencement Information

I45 Sch. 9 para. 4 in force at 10.3.2023, see [art. 1](#)

Protective works to buildings

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

Commencement Information

I46 Sch. 9 para. 5 in force at 10.3.2023, see [art. 1](#)

Acquisition of land

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

Commencement Information

I47 Sch. 9 para. 6 in force at 10.3.2023, see [art. 1](#)

Removal of apparatus

7.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (6).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question 28 days' written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

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

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 49 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 49 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that the undertaker desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

Commencement Information

I48 Sch. 9 para. 7 in force at 10.3.2023, see [art. 1](#)

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker

and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 49 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Commencement Information

I49 Sch. 9 para. 8 in force at 10.3.2023, see [art. 1](#)

Retained apparatus

9.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) (removal of apparatus), the undertaker must submit to the utility undertaker in question a plan of the works to be executed.

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

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

(4) If a utility undertaker, in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (5) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances.

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

- (a) the exact position of the works;
- (b) the level at which they are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal;
- (d) the position of all electricity apparatus; and

- (e) by way of detailed drawings, every alteration proposed to be made to such apparatus.

Commencement Information

I50 Sch. 9 para. 9 in force at 10.3.2023, see [art. 1](#)

Expenses and costs

10.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker all expenses reasonably incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 7(2) (removal of apparatus).

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

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 49 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

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

- (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

Commencement Information

I51 Sch. 9 para. 10 in force at 10.3.2023, see [art. 1](#)

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 5 (protective work to buildings) or 7(2) (removal of apparatus) any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

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

by reason or in consequence of any such damage or interruption.

(2) The fact that any act or thing may have been done by a utility undertaker on behalf of the undertaker or in accordance with a plan approved by a utility undertaker or in accordance with any requirement of a utility undertaker or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1).

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

(4) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker and, if such consent is withheld, has the sole conduct of any settlement or compromise of any proceedings necessary to resist the claim or demand.

Commencement Information

I52 Sch. 9 para. 11 in force at 10.3.2023, see [art. 1](#)

Cooperation

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

Commencement Information

I53 Sch. 9 para. 12 in force at 10.3.2023, see [art. 1](#)

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

Commencement Information

I54 Sch. 9 para. 13 in force at 10.3.2023, see [art. 1](#)

Commencement Information

I53 Sch. 9 para. 12 in force at 10.3.2023, see [art. 1](#)

I54 Sch. 9 para. 13 in force at 10.3.2023, see [art. 1](#)

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

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

Commencement Information

I55 Sch. 9 para. 14 in force at 10.3.2023, see [art. 1](#)

15. In this Part of this Schedule—

“the 2003 Act” means the Communications Act 2003(**25**);

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

“the electronic communications code” has the same meaning as in Chapter 1 (electronic communications, networks and services) of Part 2 of the 2003 Act(**26**);

“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 (application of the electronic communications code) of the 2003 Act; and

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

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act;

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

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

(25) 2003 c. 21.

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

Commencement Information

I56 Sch. 9 para. 15 in force at 10.3.2023, see [art. 1](#)

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

Commencement Information

I57 Sch. 9 para. 16 in force at 10.3.2023, see [art. 1](#)

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

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

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

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

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

(4) Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 49 (arbitration).

(5) This Part of this Schedule does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or
- (b) any damages, or any interruptions, caused by electro-magnetic interference arising from the construction or use of the authorised development.

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

Commencement Information

I58 Sch. 9 para. 17 in force at 10.3.2023, see [art. 1](#)

PART 3 FOR THE PROTECTION OF ANGLIAN WATER

Application

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

Commencement Information

I59 Sch. 9 para. 18 in force at 10.3.2023, see [art. 1](#)

Interpretation

19. In this part of this Schedule—

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

“apparatus” means—

- (a) 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,
- (c) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at future date) of that Act; and
- (d) includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus

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

“functions” includes powers and duties;

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

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

Commencement Information

I60 Sch. 9 para. 19 in force at 10.3.2023, see [art. 1](#)

On street apparatus

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

Commencement Information

I61 Sch. 9 para. 20 in force at 10.3.2023, see [art. 1](#)

Schedule of apparatus

21.—(1) Before commencement of any work set out in Schedule 1 to divert any apparatus the undertaker will provide Anglian Water with a schedule of apparatus which will be diverted as part of the authorised development setting out for each piece of apparatus whether those works are to be undertaken under this Schedule or under the 1991 Act and, where a diversion is to be carried out partly under this Schedule and partly under the 1991 Act, details of which part of the diversion is to be carried out under which power.

(2) The undertaker may from time to time provide to Anglian Water amendments to the schedule referred to in sub-paragraph (1).

(3) No amendment may be submitted under sub-paragraph (2) in respect of apparatus which is to be diverted as part of a work set out in Schedule 1, or which comprises such a work, after that work has commenced.

Commencement Information

I62 Sch. 9 para. 21 in force at 10.3.2023, see [art. 1](#)

Apparatus in stopped up streets

22.—(1) Where any street is stopped up under article 17 (permanent stopping up and restriction of use of streets and private means of access), where Anglian Water has apparatus in the street or accessed by virtue of that street, it has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Anglian Water legal easements reasonably satisfactory to Anglian Water in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of Anglian Water to require the removal of that apparatus under paragraph 25 (removal of apparatus) or the power of the undertaker to carry out works under paragraph 27 (retained apparatus).

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

Commencement Information

I63 Sch. 9 para. 22 in force at 10.3.2023, see [art. 1](#)

Protective works to buildings

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

Commencement Information

I64 Sch. 9 para. 23 in force at 10.3.2023, see [art. 1](#)

Acquisition of land

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

Commencement Information

I65 Sch. 9 para. 24 in force at 10.3.2023, see [art. 1](#)

Removal of apparatus

25.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that Anglian Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not (without the prior written consent of Anglian Water) be extinguished, until—

- (a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and
- (b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 26 (facilities and rights for alternative apparatus).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Anglian Water 28 days' written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

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

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with [^{F16}article 49] (arbitration).

(5) Anglian Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with [^{F17}article 49] (arbitration), and after the grant to Anglian Water of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.

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

(8) If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such “deemed consent” does not extend to the actual undertaking of the removal works, which shall remain the sole responsibility of Anglian Water or its contractors.

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

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

Textual Amendments

F16 Words in Sch. 9 para. 25(4) substituted (17.6.2023) by [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), art. 1, Sch.

F17 Words in Sch. 9 para. 25(5) substituted (17.6.2023) by [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), art. 1, Sch.

Commencement Information

I66 Sch. 9 para. 25 in force at 10.3.2023, see [art. 1](#)

Facilities and rights for alternative apparatus

26.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Anglian Water facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water or in default of agreement settled by arbitration in accordance with article 49 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Anglian Water than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Anglian Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

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

Commencement Information

I67 Sch. 9 para. 26 in force at 10.3.2023, see [art. 1](#)

Retained apparatus

27.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 25(2) (removal of apparatus), the undertaker must submit to Anglian Water a plan of the works to be executed.

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

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

(4) If Anglian Water, in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs (1) to (3) and (6) to (7) apply as if the removal of the apparatus had been required by the undertaker under paragraph 25(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

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

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

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

Commencement Information

I68 Sch. 9 para. 27 in force at 10.3.2023, see [art. 1](#)

Expenses and costs

28.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Anglian Water all expenses reasonably incurred by Anglian Water in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of the Schedule.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with [^{F18}article 49] (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Anglian Water by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

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

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to Anglian Water in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Anglian Water any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

Textual Amendments

F18 Words in Sch. 9 para. 28(3) substituted (17.6.2023) by The A47 Wansford to Sutton (Corrections) Order 2023 (S.I. 2023/667), art. 1, Sch.

Commencement Information

I69 Sch. 9 para. 28 in force at 10.3.2023, see art. 1

29.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 23 (protective work to buildings) or 25(2) (removal of apparatus), or by reason of any subsidence resulting from such development or works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not

reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

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

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

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

(4) Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made, without the consent of the undertaker (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Commencement Information

I70 Sch. 9 para. 29 in force at 10.3.2023, see [art. 1](#)

Textual Amendments

F18 Words in [Sch. 9 para. 28\(3\)](#) substituted (17.6.2023) by [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), [art. 1](#), [Sch.](#)

Commencement Information

I69 Sch. 9 para. 28 in force at 10.3.2023, see [art. 1](#)

I70 Sch. 9 para. 29 in force at 10.3.2023, see [art. 1](#)

Cooperation

30. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 25(2) (removal of apparatus) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 27 (retained apparatus), the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Anglian Water’s undertaking and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

Commencement Information

I71 Sch. 9 para. 30 in force at 10.3.2023, see [art. 1](#)

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

Commencement Information

I72 Sch. 9 para. 31 in force at 10.3.2023, see [art. 1](#)

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

Commencement Information

I73 Sch. 9 para. 32 in force at 10.3.2023, see [art. 1](#)

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

Commencement Information

I74 Sch. 9 para. 33 in force at 10.3.2023, see [art. 1](#)

Commencement Information

I71 Sch. 9 para. 30 in force at 10.3.2023, see [art. 1](#)

I72 Sch. 9 para. 31 in force at 10.3.2023, see [art. 1](#)

I73 Sch. 9 para. 32 in force at 10.3.2023, see [art. 1](#)

I74 Sch. 9 para. 33 in force at 10.3.2023, see [art. 1](#)

PART 4

FOR THE PROTECTION OF NGG AS GAS UNDERTAKER

Application

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

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

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

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to NGG (but see paragraph 44(3)(b)).

Commencement Information

I75 Sch. 9 para. 34 in force at 10.3.2023, see [art. 1](#)

Interpretation

35. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

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

“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables or other apparatus belonging to or maintained by NGG 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 NGG for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

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

“commence” and “commencement” in paragraph 42 (retained apparatus: protection of gas undertaker) of this Part of this Schedule includes any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment,

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by NGG (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 NGG’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” includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of NGG 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 executed;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 40(2) (removal of apparatus) or otherwise; or
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 40(2) or otherwise.

Commencement Information

I76 Sch. 9 para. 35 in force at 10.3.2023, see [art. 1](#)

36. Except for paragraphs 37 (apparatus of NGG in stopped up streets), 42 (retained apparatus: protection of gas undertaker), 43 (expenses) and 44 (indemnity) of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of NGG, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and NGG are regulated by the provisions of Part 3 of the 1991 Act.

Commencement Information

I77 Sch. 9 para. 36 in force at 10.3.2023, see [art. 1](#)

Commencement Information

I76 Sch. 9 para. 35 in force at 10.3.2023, see [art. 1](#)

I77 Sch. 9 para. 36 in force at 10.3.2023, see [art. 1](#)

Apparatus of NGG in stopped up streets

37.—(1) Where any street is stopped up under article 17 (permanent stopping up and restriction of use of streets and private means of access), if NGG has any apparatus in the street or accessed via that street NGG has the same rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to NGG, or procure the granting to NGG of, legal easements reasonably satisfactory to NGG in respect of such apparatus and access to it prior to the stopping up of any such street but nothing in this paragraph affects any right of the undertaker or NGG to require the removal of that apparatus under paragraph 40 (removal of apparatus) or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 42 (retained apparatus: protection of gas undertaker).

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

things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the alteration, diversion or restriction was in that street.

Commencement Information

I78 Sch. 9 para. 37 in force at 10.3.2023, see [art. 1](#)

Protective works to buildings

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

Commencement Information

I79 Sch. 9 para. 38 in force at 10.3.2023, see [art. 1](#)

Acquisition of land

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

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

(3) The undertaker and NGG 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 NGG or other enactments relied upon by NGG 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 NGG under paragraph 42 (retained apparatus: protection of gas undertaker) or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

Commencement Information

I80 Sch. 9 para. 39 in force at 10.3.2023, see [art. 1](#)

Removal of apparatus

40.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of NGG 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 NGG in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to NGG 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 NGG reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to NGG to its reasonable satisfaction (taking into account paragraph 41(1)) the necessary facilities and rights—

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

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, NGG must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation does not extend to the requirement for NGG 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 NGG and the undertaker.

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

Commencement Information

181 Sch. 9 para. 40 in force at 10.3.2023, see [art. 1](#)

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to NGG than the facilities and rights enjoyed

by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the matter may be referred to arbitration in accordance with paragraph 48 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to NGG as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Commencement Information

I82 Sch. 9 para. 41 in force at 10.3.2023, see [art. 1](#)

Retained apparatus: protection of gas undertaker

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

(2) The plan to be submitted to NGG under sub-paragraph (1) must include a method statement and describe—

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

(3) The undertaker must not commence any specified works until NGG has given written approval of the plan so submitted.

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

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

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

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

- (a) the plan, submitted under sub-paragraph (1), as approved or as amended from time to time by agreement between the undertaker and NGG; and
- (b) such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by NGG for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and NGG will be entitled to watch and inspect the execution of those works.

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

(8) If NGG in accordance with sub-paragraphs (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 34 to 36 and 39 to 41 apply as if the removal of the apparatus had been required by the undertaker under paragraph 40(2) (removal of apparatus).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) As soon as reasonably practicable after any ground subsidence event attributable to the authorised works—

- (a) the undertaker must implement an appropriate ground mitigation scheme; and
- (b) NGG 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 43 (expenses).

(11) The undertaker is not be required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to NGG notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances.

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

Commencement Information

183 Sch. 9 para. 42 in force at 10.3.2023, see [art. 1](#)

Expenses

43.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to NGG within 30 days of receipt of an itemised invoice or claim from NGG all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by NGG in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by NGG in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by NGG as a consequence of NGG—
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 40(3) (removal of apparatus); or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting NGG;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;

- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 48 (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 NGG by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

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

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to NGG in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on NGG 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

184 Sch. 9 para. 43 in force at 10.3.2023, see [art. 1](#)

Indemnity

44.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any

damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of NGG, or there is any interruption in any service provided, or in the supply of any goods, by NGG, or NGG becomes liable to pay any amount to any third party, the undertaker will—

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

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

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

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of NGG, its officers, servants, contractors or agents;
- (b) any part of the authorised works carried out by NGG in the exercise of any functions conferred by this Order pursuant to a grant or transfer under article 10 (consent to transfer benefit of Order).

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

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

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

Commencement Information

185 Sch. 9 para. 44 in force at 10.3.2023, see [art. 1](#)

Enactments and agreements

45. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and NGG 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**186** Sch. 9 para. 45 in force at 10.3.2023, see [art. 1](#)**Co-operation**

46.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or NGG requires the removal of apparatus under paragraph 40(2) (removal of apparatus) or NGG makes requirements for the protection or alteration of apparatus under paragraph 42 (retained apparatus: protection of gas undertaker), the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of NGG’s undertaking and NGG must use its best endeavours to co-operate with the undertaker for that purpose.

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

Commencement Information**187** Sch. 9 para. 46 in force at 10.3.2023, see [art. 1](#)**Access**

47. If in consequence of the agreement reached in accordance with paragraph 39(1) (acquisition of land) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable NGG to maintain or use the apparatus no less effectively than was possible before such obstruction.

Commencement Information**188** Sch. 9 para. 47 in force at 10.3.2023, see [art. 1](#)**Arbitration**

48. Save for differences or disputes arising under [^{F19}paragraphs 40 (removal of apparatus) and 41] (facilities and rights for alternative apparatus), any difference or dispute arising between the undertaker and NGG under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and NGG, be determined by arbitration in accordance with article 49 (arbitration).

Textual Amendments**F19** Words in [Sch. 9 para. 48](#) substituted (17.6.2023) by [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), [art. 1](#), [Sch.](#)**Commencement Information****189** Sch. 9 para. 48 in force at 10.3.2023, see [art. 1](#)

Notices

49. Notwithstanding article 48 (service of notices), any plans submitted to NGG by the undertaker pursuant to paragraph 42 (retained apparatus: protection of gas undertaker) must be sent to <https://lsbud.co.uk/> and National Grid Plant Protection at assetprotection@nationalgrid.com or such other address as NGG may from time to time appoint instead for that purpose and notify to the undertaker in writing.

Commencement Information

I90 Sch. 9 para. 49 in force at 10.3.2023, see [art. 1](#)

PART 5

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC AS ELECTRICITY UNDERTAKER

Application

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

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

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

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid (but see paragraph 60(3)(b)).

Commencement Information

I91 Sch. 9 para. 50 in force at 10.3.2023, see [art. 1](#)

Interpretation

51. In this Part of this Schedule—

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

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

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

“commence” and “commencement” in paragraph 58 (retained apparatus: protection of electricity undertaker) of this Part of this Schedule includes any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment,

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

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

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

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

“National Grid” means National Grid Electricity Transmission Plc (company number 02366977), whose registered office is 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the Electricity Act ;

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

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 56(2) (removal of apparatus) or otherwise; or
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 56(2) or otherwise.

Commencement Information

I92 Sch. 9 para. 51 in force at 10.3.2023, see [art. 1](#)

52. Except for [^{F20}paragraphs 53] (apparatus of National Grid in stopped up streets), 58 (retained apparatus: protection of electricity undertaker), 59 (expenses) and 60 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

Textual Amendments

F20 Words in [Sch. 9 para. 52](#) substituted (17.6.2023) by [The A47 Wansford to Sutton \(Corrections\) Order 2023 \(S.I. 2023/667\)](#), art. 1, [Sch.](#)

Commencement Information

I93 Sch. 9 para. 52 in force at 10.3.2023, see [art. 1](#)

Apparatus of National Grid in stopped up streets

53.—(1) Where any street is stopped up under [article 17](#) (permanent stopping up and restriction of use of streets and private means of access), if National Grid has any apparatus in the street or accessed via that street National Grid has the same rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to National Grid, or procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the stopping up of any such street but nothing in this paragraph affects any right of the undertaker or National Grid to require the removal of that apparatus under [paragraph 56](#) (removal of apparatus) or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under [paragraph 58](#) (retained apparatus: protection of electricity undertaker).

(2) Notwithstanding the temporary alteration, diversion or restriction of any highway under the powers of [article 16](#) (temporary stopping up and restriction of use of streets), National Grid will be at liberty at all times to take all necessary access across any such stopped up street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the alteration, diversion or restriction was in that street.

Commencement Information

I94 Sch. 9 para. 53 in force at 10.3.2023, see [art. 1](#)

Protective works to buildings

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

Commencement Information

I95 Sch. 9 para. 54 in force at 10.3.2023, see [art. 1](#)

Acquisition of land

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

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of

National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the undertaker to procure and secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

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

(4) Any agreement or consent granted by National Grid under paragraph 58 (retained apparatus: protection of electricity undertaker) or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

Commencement Information

I96 Sch. 9 para. 55 in force at 10.3.2023, see [art. 1](#)

Removal of apparatus

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

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to National Grid to its reasonable satisfaction (taking into account paragraph 57(1)) the necessary facilities and rights—

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

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation does not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

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

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

Commencement Information

197 Sch. 9 para. 56 in force at 10.3.2023, see [art. 1](#)

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker under paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the matter may be referred to arbitration in accordance with paragraph 64 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Commencement Information

198 Sch. 9 para. 57 in force at 10.3.2023, see [art. 1](#)

Retained apparatus: protection of electricity undertaker

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

(2) In relation to works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus, the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;

- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
 - (f) any intended maintenance regimes; and
 - (g) an assessment of risks of rise of earth issues.
- (3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing—
- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
 - (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
 - (c) details of load bearing capacities of trenches;
 - (d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;
 - (e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;
 - (f) written details of the operations and maintenance regime for any cable, including frequency and method of access;
 - (g) assessment of earth rise potential if reasonably required by National Grid’s engineers; and
 - (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to 26 tonnes in weight.
- (4) The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until National Grid has given written approval of the plan so submitted.
- (5) Any approval of National Grid required under sub-paragraphs (4)—
- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,
 - (b) must not be unreasonably withheld.
- (6) In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage, for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.
- (7) Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.
- (8) Where under sub-paragraph (6) National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid’s satisfaction prior to the commencement of any specified works for which protective works are required and National Grid must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 50 to 52 and 55 to 57 apply as if the removal of the apparatus had been required by the undertaker under paragraph 56(2) (removal of apparatus).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

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

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

Commencement Information

199 Sch. 9 para. 58 in force at 10.3.2023, see [art. 1](#)

Expenses

59.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid—
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 56(3) (removal of apparatus); or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 64 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

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

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Commencement Information

I100 Sch. 9 para. 59 in force at 10.3.2023, see [art. 1](#)

Indemnity

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

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

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

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

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;
- (b) any part of the authorised works carried out by National Grid in the exercise of any functions conferred by this Order pursuant to a grant or transfer under article 10 (consent to transfer benefit of Order).

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

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

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

Commencement Information

I101 Sch. 9 para. 60 in force at 10.3.2023, see [art. 1](#)

Enactments and agreements

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

Commencement Information

I102 Sch. 9 para. 61 in force at 10.3.2023, see [art. 1](#)

Co-operation

62.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid requires the removal of apparatus under paragraph 56(2) (removal of apparatus) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 58 (retained apparatus: protection of electricity undertaker), the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid’s undertaking and National Grid must use its best endeavours to co-operate with the undertaker for that purpose.

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

Commencement Information

I103 Sch. 9 para. 62 in force at 10.3.2023, see [art. 1](#)

Access

63. If in consequence of the agreement reached in accordance with paragraph 55(1) (acquisition of land) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

Commencement Information

I104 Sch. 9 para. 63 in force at 10.3.2023, see [art. 1](#)

Arbitration

64. Save for differences or disputes arising under paragraphs 56(2) and (4) (removal of apparatus), and 57(1) (facilities and rights for alternative apparatus), any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 49 (arbitration).

Commencement Information

I105 Sch. 9 para. 64 in force at 10.3.2023, see [art. 1](#)

Notices

65. Notwithstanding article 48 (service of notices), any plans submitted to National Grid by the undertaker pursuant to paragraph 58 (retained apparatus: protection of electricity undertaker) must be sent to <https://lsbud.co.uk/> and National Grid Plant Protection at plantprotection@nationalgrid.com or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

Commencement Information

I106 Sch. 9 para. 65 in force at 10.3.2023, see [art. 1](#)

PART 6

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY DISTRIBUTION (EAST MIDLANDS) PLC AS ELECTRICITY UNDERTAKER

Application

66. For the protection of NGED the following provisions have effect, unless otherwise agreed in writing between the undertaker and NGED.

Commencement Information

I107 Sch. 9 para. 66 in force at 10.3.2023, see [art. 1](#)

Interpretation

67. In this Part—

“alternative apparatus” means alternative apparatus adequate to enable NGED to fulfil its statutory functions in a manner not less efficient than previously and where the context requires includes any part of such alternative apparatus;

“alternative rights” means all and any necessary legal easements, leases, consents, or permissions required by NGED in order to permit or authorise a diversion and to permit or authorise NGED to lay, keep, operate, maintain, adjust, repair, alter, relay, renew, supplement, inspect, examine, test and remove the alternative apparatus;

“apparatus” means electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by NGED;

“diversion” means an alteration to the NGED Network in order to enable or facilitate the authorised development;

“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;

“NGED Network” means NGED’s distribution network operated pursuant to its distribution licence issued pursuant to section 6(27) of the Electricity Act 1989;

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

“specified work” means so much of any of the authorised development that is carried out within 6 metres of any apparatus.

(27) There are amendments to section 6 which are not relevant to this Order.

Commencement Information

I108 Sch. 9 para. 67 in force at 10.3.2023, see [art. 1](#)

Precedence of 1991 Act in respect of apparatus in streets

68. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and NGED are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Commencement Information

I109 Sch. 9 para. 68 in force at 10.3.2023, see [art. 1](#)

No acquisition except by agreement

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

Commencement Information

I110 Sch. 9 para. 69 in force at 10.3.2023, see [art. 1](#)

Removal of apparatus

70.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule and any right of NGED to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, alternative rights acquired or granted for the alternative apparatus and the alternative apparatus is in operation and access to it has been provided if necessary to the reasonable satisfaction of NGED in accordance with sub-paragraphs (2) to (10) or with such alternative or supplementary provisions as the undertaker and NGED may agree between them.

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

(3) If as a consequence of the exercise of any of the powers conferred by this Order NGED reasonably needs to remove or divert any of its apparatus and the removal of that apparatus has not been required by the undertaker under sub-paragraph (2) then NGED must give to the undertaker 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 this Part has effect as if the removal or diversion of such apparatus had been required by the undertaker under sub-paragraph (2).

(4) If as a consequence of the removal or diversion of apparatus under sub-paragraph (2) or (3) alternative apparatus is to be constructed in land owned or controlled by the undertaker then the undertaker must afford to NGED the necessary facilities and alternative rights for the construction of alternative apparatus in the other land owned or controlled by the undertaker.

(5) If the undertaker or NGED requires to remove or divert any apparatus placed within the Order land and alternative apparatus is to be constructed in land not owned or controlled by the

undertaker as a consequence of the removal or diversion of apparatus then NGED shall use its reasonable endeavours to obtain alternative rights in the land in which the alternative apparatus is to be constructed.

(6) If alternative apparatus is to be constructed in land not owned or controlled by the undertaker and NGED is unable to obtain such alternative rights as are mentioned in sub-paragraph (5), the undertaker and NGED shall consider whether there is an alternative engineering solution that can achieve the diversion without the need for the use of compulsory powers. Should such an alternative engineering solution not be practicable and deliverable in a reasonable timescale and at a reasonable cost (which shall be determined by the undertaker acting reasonably), NGED shall on the transfer of the benefit of the necessary provisions of this Order to NGED use the powers of compulsory acquisition set out in this Order or the Electricity Act 1989 to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed in accordance with a timetable agreed between NGED and the undertaker.

(7) Any alternative apparatus required pursuant to sub-paragraphs (2) or (3) must be constructed in such manner and in such line or situation as may be agreed between NGED and the undertaker or in default of agreement settled in accordance with paragraph 75 (expert determination).

(8) NGED must, after the alternative apparatus to be provided or constructed has been agreed or settled pursuant to paragraph 75 (expert determination), and after the acquisition by or grant to NGED of any such facilities and alternative rights as are referred to in sub-paragraphs (2) to (6), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required to be removed under the provisions of this Part of this Schedule.

(9) Regardless of anything in sub-paragraph (8), if the undertaker gives notice in writing to NGED that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by NGED, must be executed by the undertaker—

- (a) in accordance with plans and specifications and in such line or situation agreed between the undertaker and NGED, or, in default of agreement, determined in accordance with paragraph 75 (expert determination); and
- (b) without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of NGED.

(10) Nothing in sub-paragraph (9) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus or alternative apparatus, or execute any filling around the apparatus or alternative apparatus (where the apparatus or alternative apparatus is laid in a trench) within 600 millimetres of the point of connection or disconnection.

Commencement Information

IIII Sch. 9 para. 70 in force at 10.3.2023, see [art. 1](#)

Facilities and rights for alternative apparatus

71.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to NGED facilities and alternative rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and alternative rights are to be granted upon such terms and conditions as may be agreed between the undertaker and NGED or in default of agreement settled in accordance with paragraph 75 (expert determination).

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

- (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development 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;
- (b) have regard to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted;
- (c) have regard to NGED’s ability to fulfil its service obligations and comply with its licence conditions; and
- (d) have regard to the standard form rights NGED ordinarily secures for the type of alternative apparatus to be constructed in the circumstances similar to the authorised development.

(3) If the facilities and alternative rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and alternative rights are to be granted, are in the opinion of the expert less favourable on the whole to NGED 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 expert must make such provision for the payment of compensation by the undertaker to NGED as appears to the expert to be reasonable having regard to all the circumstances of the particular case.

Commencement Information

I112 Sch. 9 para. 71 in force at 10.3.2023, see [art. 1](#)

Retained apparatus

72.—(1) Not less than 60 days before the undertaker intends to start the execution of any specified work where the removal of the apparatus in question has not been required under paragraph 70 (removal of apparatus), the undertaker must submit to NGED a plan of the specified works to be executed. Any submission must note the time limits imposed on NGED under sub-paragraph (3).

(2) Subject to sub-paragraph (3) the undertaker must not commence any specified works to which sub-paragraph (1) applies until NGED has identified any reasonable requirements it has for the alteration or protection of the apparatus, or for securing access to it.

(3) If by the expiry of 60 days beginning with the date on which a plan under sub-paragraph (1) is submitted NGED has not advised the undertaker in writing of any reasonable requirements for the alteration or protection of the apparatus, or for securing access to it, it shall be deemed not to have any such requirements and the undertaker shall be at liberty to proceed with the works.

(4) The works referred to in sub-paragraph (1) must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with any reasonable requirements as may be notified in writing in accordance with sub-paragraph (2) by NGED and NGED shall be entitled to watch and inspect the execution of those works.

(5) At all times when carrying out the authorised development the undertaker shall comply with NGED’s Avoidance of Danger from Electricity Overhead Lines and Underground Cables (2014), the Energy Network Association’s A Guide to the Safe Use of Mechanical Plant in the Vicinity of Electricity Overhead Lines (undated), the Health and Safety Executive’s GS6 Avoiding Danger from Overhead Power Lines and the Health and Safety Executive’s HSG47 Avoiding Danger from Underground Services (Third Addition) (2014) as the same may be replaced from time to time.

(6) If NGED, in accordance with sub-paragraph (2) and in consequence of the works proposed by the undertaker, reasonably requires the removal or diversion of any apparatus and gives written

notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal or diversion of the apparatus had been required by the undertaker under paragraph 70(2) (removal of apparatus).

(7) Nothing in this paragraph prevents the undertaker from submitting at any time or from time to time, but in no case less than 60 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(8) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to NGED notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with any reasonable requirements stipulated by NGED under sub-paragraph (2) and with sub-paragraphs (4) and (5) in so far as is reasonably practicable in the circumstances. Nothing in this sub-paragraph prevents NGED from exercising its rights under sub-paragraph (6).

Commencement Information

I113 Sch. 9 para. 72 in force at 10.3.2023, see [art. 1](#)

Expenses and costs

73.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to NGED the proper and reasonable expenses reasonably incurred by NGED in, or in connection with, the inspection, removal, diversion, alteration or protection of any apparatus, the construction of any alternative apparatus and the acquisition or grant of alternative rights for the alternative apparatus, arising as a result of the powers conferred upon the undertaker pursuant to this Order.

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

(3) If in accordance with the provisions of this Part of this Schedule NGED requires that alternative apparatus of better type, of greater capacity, of greater dimensions or at a greater depth is necessary in substitution for existing apparatus which for NGED's network requirements is over and above what is necessary as a consequence of and for the purpose of the authorised development, NGED shall reduce the cost of such additional requirements from the amount payable by the undertaker pursuant to sub-paragraph (1).

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

- (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a 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) Any amount which, apart from this sub-paragraph would be payable to NGED in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on NGED any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

Commencement Information

I114 Sch. 9 para. 73 in force at 10.3.2023, see [art. 1](#)

74.—(1) Subject to sub-paragraph (2), if by reason or in consequence of the construction of any specified work or any subsidence resulting from any of those works any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of NGED the undertaker is to—

- (a) bear and pay the cost reasonably incurred by NGED in making good such damage or restoring the supply; and
- (b) reimburse NGED for any other expenses, loss, damages, penalty or costs reasonably and properly incurred by NGED, 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 NGED, its officers, servants, contractors or agents.

(3) NGED 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, is to have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) NGED's liability to the undertaker for negligence or breach of contract, in respect of each diversion, shall be limited to the value of that diversion and NGED shall not otherwise be liable to the undertaker for any losses or costs incurred by the undertaker resulting from delays to the authorised development as a result of its failure to undertake works to deliver any alternative apparatus.

Commencement Information

I115 Sch. 9 para. 74 in force at 10.3.2023, see [art. 1](#)

Commencement Information

I114 Sch. 9 para. 73 in force at 10.3.2023, see [art. 1](#)

I115 Sch. 9 para. 74 in force at 10.3.2023, see [art. 1](#)

Expert determination

75.—(1) Article 49 (arbitration) applies to any difference as to the legal interpretation of this Part of this Schedule and as provided for in sub-paragraph (7).

(2) Save as provided for in sub-paragraph (1) or sub-paragraph (7) any difference under this Part of this Schedule must be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers or the President of the Institution of RICS or the President of the Institution of Engineering and Technology (as relevant and agreed between NGED and the undertaker, both acting reasonably and without delay).

(3) All parties involved in settling any difference must use best endeavours to do so within 14 days from the date of a dispute first being notified in writing by one party to the other and in the absence of the difference being settled within that period the expert must be appointed within 21 days of the notification of the dispute.

(4) The costs and fees of the expert and the costs of NGED and the undertaker are payable by the parties in such proportions as the expert may determine. In the absence of such determination the costs and fees of the expert are payable equally by the parties who shall each bear their own costs.

- (5) The expert must—
- (a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 14 days of the expert’s appointment;
 - (b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submissions;
 - (c) issue a decision within 14 days of receipt of the submissions under sub-paragraph (b); and
 - (d) give reasons for the decision.
- (6) The expert must consider where relevant—
- (a) the development outcome sought by the undertaker;
 - (b) the ability of the undertaker to achieve its outcome in a timely and cost-effective manner;
 - (c) the nature of the power sought to be exercised by the undertaker;
 - (d) the effectiveness, cost and reasonableness of proposals for mitigation arising from any party;
 - (e) NGED’s service obligations and licence conditions; and
 - (f) any other important and relevant consideration.
- (7) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 49 (arbitration).

Commencement Information
I116 Sch. 9 para. 75 in force at 10.3.2023, see [art. 1](#)

SCHEDULE 10

Articles 2 and 47

DOCUMENTS TO BE CERTIFIED

PART 1

ENVIRONMENTAL STATEMENT

Commencement Information
I117 Sch. 10 Pt. 1 in force at 10.3.2023, see [art. 1](#)

<i>(1)</i> <i>Document</i>	<i>(2)</i> <i>Document Reference</i>	<i>(3)</i> <i>Revision</i>
Environmental Statement - Chapter 1: Introduction	TR010039/APP/6.1	0
Environmental Statement - Chapter 2: The Proposed Scheme	TR010039/APP/6.1	1

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Document</i>	(2) <i>Document Reference</i>	(3) <i>Revision</i>
Environmental Statement - Chapter 3: Consideration of Alternatives	TR010039/APP/6.1	1
Environmental Statement - Chapter 4: Environmental Assessment Methodology	TR010039/APP/6.1	0
Environmental Statement - Chapter 5: Air Quality	TR010039/APP/6.1	0
Environmental Statement - Chapter 6: Cultural Heritage	TR010039/APP/6.1	1
Environmental Statement - Chapter 7: Landscape and Visual Effects	TR010039/APP/6.1	0
Environmental Statement - Chapter 8: Biodiversity	TR010039/APP/6.1	0
Environmental Statement - Chapter 9: Geology and Soils	TR010039/APP/6.1	2
Environmental Statement - Chapter 10: Materials Assets and Waste	TR010039/APP/6.1	0
Environmental Statement - Chapter 11: Noise and Vibration	TR010039/APP/6.1	1
Environmental Statement - Chapter 12: Population and Human Health	TR010039/APP/6.1	3
Environmental Statement - Chapter 13: Road Drainage and Water Environment	TR010039/APP/6.1	2
Environmental Statement - Chapter 14: Climate	TR010039/APP/6.1	0
Environmental Statement - Chapter 15: Cumulative Effects Assessment	TR010039/APP/6.1	0
Environmental Statement Figure 1.1	TR010039/APP/6.2	0
Environmental Statement Figures 2.1 to 2.3	TR010039/APP/6.2	0
Environmental Statement Figure 5.1 to 5.3	TR010039/APP/6.2	1
Environmental Statement Figure 5.4 to 5.8	TR010039/APP/6.2	1
Environmental Statement Figure 6.1 to 6.4	TR010039/APP/6.2	0
Environmental Statement Figure 7.1 to 7.5	TR010039/APP/6.2	0
Environmental Statement Figures 7.6.1a to 7.6.1d	TR010039/APP/6.2	0

<i>(1)</i> <i>Document</i>	<i>(2)</i> <i>Document Reference</i>	<i>(3)</i> <i>Revision</i>
Environmental Statement Figures 7.6.2a to 7.6.2d	TR010039/APP/6.2	0
6.2 Environmental Statement Figures 7.6.3a to 7.6.3d	TR010039/APP/6.2	0
6.2 Environmental Statement Figures 7.6.4a to 7.6.4d	TR010039/APP/6.2	0
6.2 Environmental Statement Figures 7.6.5a to 7.6.5d	TR010039/APP/6.2	0
6.2 Environmental Statement Figures 7.6.6a to 7.6.6d	TR010039/APP/6.2	0
6.2 Environmental Statement Figures 7.6.7a to 7.6.7d	TR010039/APP/6.2	0
6.2 Environmental Statement Figures 7.6.8a to 7.6.10b	TR010039/APP/6.2	0
6.2 Environmental Statement Figures 7.6.11a to 7.6.12d	TR010039/APP/6.2	0
6.2 Environmental Statement Figures 7.6.13a to 7.6.14b	TR010039/APP/6.2	0
6.2 Environmental Statement Figures 7.6.15a to 7.6.16b	TR010039/APP/6.2	0
6.2 Environmental Statement Figures 7.6.17a to 7.6.18b	TR010039/APP/6.2	0
Environmental Statement Figure 8.1 to 8.4	TR010039/APP/6.2	0
Environmental Statement Figure 9.1 to 9.2	TR010039/APP/6.2	0
Environmental Statement Figure 11.1 to 11.8	TR010039/APP/6.2	0
Environmental Statement Figure 11.9 to 11.16	TR010039/APP/6.2	0
Environmental Statement Figure 11.17 to 11.23	TR010039/APP/6.2	0
Environmental Statement Figure 11.24 to 11.30	TR010039/APP/6.2	0
Environmental Statement Figure 12.1 to 12.4	TR010039/APP/6.2	2
Environmental Statement Figure 13.1 to 13.7	TR010039/APP/6.2	0
Environmental Statement Figure 15.1	TR010039/APP/6.2	0

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Document</i>	(2) <i>Document Reference</i>	(3) <i>Revision</i>
Environmental Statement - Appendix 4.1: Scoping opinion responses	TR010039/APP/6.3	0
Environmental Statement - Appendix 5.1: Air quality modelling process	TR010039/APP/6.3	0
Environmental Statement - Appendix 5.2: Air quality verification and model adjustment	TR010039/APP/6.3	0
Environmental Statement - Appendix 5.3: Receptor results	TR010039/APP/6.3	0
Environmental Statement - Appendix 6.1: Cultural heritage baseline	TR010039/APP/6.3	0
Environmental Statement - Appendix 6.2: Geophysical survey	TR010039/APP/6.3	0
Environmental Statement - Appendix 6.3: Geophysical and metal detector survey	TR010039/APP/6.3	0
Environmental Statement - Appendix 6.4: Archaeological observation report	TR010039/APP/6.3	0
Environmental Statement - Appendix 6.5: Geophysical survey of the scheduled monument	TR010039/APP/6.3	0
Environmental Statement - Appendix 6.6: Archaeological trial trenching survey report	TR010039/APP/6.3	0
Environmental Statement - Appendix 6.7: Former Wansford Road Station Building advice report	TR010039/APP/6.3	0
Environmental Statement - Appendix 7.1: Planning policy context	TR010039/APP/6.3	0
Environmental Statement - Appendix 7.2: ZTV and verified photomontage methodology	TR010039/APP/6.3	0
Environmental Statement - Appendix 7.3: Landscape character areas	TR010039/APP/6.3	0
Environmental Statement - Appendix 7.4: Visual receptors	TR010039/APP/6.3	0
Environmental Statement - Appendix 7.5: Representative viewpoints	TR010039/APP/6.3	0
Environmental Statement - Appendix 7.6: Arboricultural impact assessment	TR010039/APP/6.3	0

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Document</i>	(2) <i>Document Reference</i>	(3) <i>Revision</i>
Environmental Statement - Appendix 7.7: Lighting assessment	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.1: Botanical and hedgerow update survey report	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.2: Fungi survey report	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.3: Terrestrial invertebrate survey report	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.4: Aquatic invertebrate survey report (Sutton Heath)	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.5: Aquatic invertebrate survey report (Nene Valley)	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.6: Great crested newt survey report	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.7: Reptile survey report	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.8: Breeding bird survey report	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.9: Barn owl survey report	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.10: Wintering bird survey report	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.11: Bat hibernation report	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.12: Bat emergence / re-entry survey report	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.13: Bat activity survey report	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.14: Otter and water vole survey report	TR010039/APP/6.3	0
Environmental Statement - Appendix 8.15: Confidential badger survey report	TR010039/APP/6.3	1
Environmental Statement - Appendix 8.16: DMRB Biodiversity evaluation assessment methodology	TR010039/APP/6.3	0

Changes to legislation: There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023. (See end of Document for details)

(1) <i>Document</i>	(2) <i>Document Reference</i>	(3) <i>Revision</i>
Environmental Statement - Appendix 8.17: Legislation and policy framework	TR010039/APP/6.3	0
Environmental Statement - Appendix 9.1: Hierarchy of screening criteria for generic quantitative risk assessment	TR010039/APP/6.3	0
Environmental Statement - Appendix 9.2: Agricultural land classification report	TR010039/APP/6.3	1
Environmental Statement - Appendix 9.3: Preliminary sources study report	TR010039/APP/6.3	0
Environmental Statement - Appendix 9.4: Construction workers risk assessment	TR010039/APP/6.3	0
Environmental Statement - Appendix 10.1: Legislation and policy framework	TR010039/APP/6.3	0
Environmental Statement - Appendix 10.2: Outline site waste management plan	TR010039/APP/6.3	0
Environmental Statement - Appendix 10.3: Mineral impact assessment	TR010039/APP/6.3	0
Environmental Statement - Appendix 11.1: Glossary of terms	TR010039/APP/6.3	0
Environmental Statement - Appendix 11.2: Legislation and policy framework	TR010039/APP/6.3	0
Environmental Statement - Appendix 11.3: Baseline noise survey	TR010039/APP/6.3	0
Environmental Statement - Appendix 11.4: Model validation	TR010039/APP/6.3	0
Environmental Statement - Appendix 11.5: Construction noise assessment	TR010039/APP/6.3	0
Environmental Statement - Appendix 13.1: Flood risk assessment	TR010039/APP/6.3	1
Environmental Statement - Appendix 13.2: Drainage strategy	TR010039/APP/6.3	2
Environmental Statement - Appendix 13.3: Surface water quality assessment	TR010039/APP/6.3	0
Environmental Statement - Appendix 13.4: Groundwater assessment	TR010039/APP/6.3	0
Environmental Statement - Appendix 13.5: Geomorphological assessment	TR010039/APP/6.3	0
Environmental Statement - Appendix 14.1: Embodied carbon report	TR010039/APP/6.3	0

<i>(1)</i> <i>Document</i>	<i>(2)</i> <i>Document Reference</i>	<i>(3)</i> <i>Revision</i>
Environmental Statement - Appendix 15.1: Cumulative effects stage 2 screening	TR010039/APP/6.3	0
Environmental Statement - Addendum One	TR010039/EXAM/9.35	0
Environmental Statement - Addendum Two	TR010039/EXAM/9.36	0

PART 2

OTHER DOCUMENTS

Commencement Information

1118 Sch. 10 Pt. 2 in force at 10.3.2023, see [art. 1](#)

<i>(1)</i> <i>Document</i>	<i>(2)</i> <i>Document Reference</i>	<i>(3)</i> <i>Revision</i>
Book of reference (parts 1-5) and Schedules	TR010039/APP/4.3	3
Classification of roads plans	TR010039/APP/2.11	0
Crown land plans	TR010039/APP/2.8	2
Detrunking Plans	TR010039/APP/2.9	0
Engineering drawings and sections	TR010039/APP/2.5	1
Environmental management plan	TR010039/APP/7.5	3
Environmental masterplan	TR010039/APP/6.8	3
General arrangement plans	TR010039/APP/2.6	2
Hedgerow plans	TR010039/APP/2.12	0
Land plans	TR010039/APP/2.2	4
Outline traffic management plan	TR010039/APP/7.6	1
Rights of way and access plans	TR010039/APP/2.4	3
Traffic regulation plans	TR010039/APP/2.10	0
Works plans	TR010039/APP/2.3	3

Changes to legislation:

There are currently no known outstanding effects for the The A47 Wansford to Sutton Development Consent Order 2023.