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STATUTORY INSTRUMENTS

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**2024 No. 60**

The A12 Chelmsford to A120 Widening  
Development Consent Order 2024

PART 2

PRINCIPAL POWERS

**Development consent etc. granted by the Order**

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

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

**Maintenance of authorised development**

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

**Application of the 1990 Act**

7.—(1) This article applies where the Order land is used for the temporary works.

(2) Where this article applies, section 57(2) of the 1990 Act (planning permission required for development) applies as if the development consent granted by this Order were planning permission granted for a limited period.

**Planning permission**

8. If planning permission is issued pursuant to the 1990 Act for development any part of which is within the Order limits following the coming into force of this Order that is—

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

then the carrying out, use or operation of such development under the terms of the planning permission does not constitute a breach of the terms of this Order.

**Limits of deviation**

9.—(1) The following provisions of this article have effect subject to the requirement that the undertaker must, save for any works or operations authorised under article 25 (protective work to

buildings) or 26 (authority to survey and investigate land), construct the authorised development within the Order limits.

(2) Subject to paragraph (3), in constructing or maintaining the permanent works comprised in the authorised development and shown on the permanent works plans the undertaker may deviate laterally from the lines or situations shown on the permanent works plans, within the limits of deviation for permanent works.

(3) In constructing and maintaining the—

- (a) flood mitigation works; and
- (b) borrow pits restoration works

shown on the permanent works plans, the undertaker may deviate laterally within the limits of deviation for those works shown on those plans.

(4) In constructing the footpaths, cycle tracks, footways and bridleways referred to in article 14(5) (classification of roads, etc.) or the new streets or private means of access referred to in article 19(2)(a) (permanent stopping up and restriction of use of streets and private means of access) the undertaker may, so far as the undertaker considers it necessary or convenient, deviate laterally from the routes shown on the streets, rights of way and access plans to the extent of the limits of deviation shown on those plans.

(5) In constructing or maintaining the linear works, the undertaker may deviate vertically from the levels shown on the engineering section drawings—

- (a) upwards to any extent not exceeding 1 metre, or, in relation to Work Nos. 45(b) and 74(a) upwards to any extent not exceeding 1.5 metres; and
- (b) downwards to any extent not exceeding 1 metre.

(6) The maximum vertical limits of deviation referred to in paragraph (5) do not apply where it is demonstrated by the undertaker to the Secretary of State's satisfaction and the Secretary of State, following consultation with—

- (a) the relevant planning authority; and
- (b) in respect of the authorised development comprising highways other than a special road or a trunk road, the relevant local highway authority,

certifies accordingly that a deviation in excess of these limits would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(7) Subject to paragraphs (2) to (6), in constructing the authorised development the undertaker may deviate by up to 3 metres from the points of commencement and termination of any linear works shown on the works plans.

(8) In constructing and maintaining the temporary works shown on the temporary works plans the undertaker may so far as the undertaker considers it necessary or convenient deviate laterally from the lines or situations shown on the temporary works plans to the extent of the limits of deviation - temporary works shown on those plans.

(9) In constructing and maintaining the utilities works shown on the utilities works plans the undertaker may so far as the undertaker considers it necessary or convenient deviate laterally from the lines or situations shown on the utilities works plans to the extent of the limits of deviation - utilities shown on those plans.

(10) In this article, references to “linear works” are references to any works shown on the permanent works plans by way of a centreline.

## **Benefit of Order**

**10.**—(1) Subject to article 11 (consent to transfer benefit of Order) and paragraph (2), the provisions of this Order conferring powers on the undertaker have effect solely for the benefit of the undertaker.

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

## **Consent to transfer benefit of Order**

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

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

(2) Where an agreement has been made in accordance with paragraph (1), references in this Order to the undertaker, except in paragraph (3), include references to the transferee or the grantee, or any other person who may exercise, enjoy or be responsible for any functions of the undertaker pursuant to that agreement, as the case may be.

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

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

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

- (a) Anglian Water for the purposes of undertaking any works relating to its apparatus set out in Work Nos. U1, U2B, U3C, U12A, U13, U25, U26, U29A, U32, U33, U36, U39, U45, U46, U59, U62, U63A, U68, U72, U73, U73A, U74, U85, U85A, U85B, U102, U104A, U106A, U141, U141A, U142, U143, U145A, U146B, U146C, U147A, U147D, U148, U156, U165, U167A, U184A, U186A, U191, U192, U193A, U199, U200 and U208;
- (b) BT for the purposes of undertaking any works relating to its apparatus set out in Work Nos. U5, U7, U8, U9, U11, U14, U15, U16, U17, U18, U19, U20, U22, U27, U28, U30, U37, U40, U41, U43, U48, U51, U53, U55, U56, U64, U75, U77, U79, U83, U86, U88, U91, U92, U93, U94, U96, U99, U100, U101, U105, U108, U109, U110, U111, U111A, U111B, U112, U114, U115, U116, U119, U122, U123, U124, U125, U126, U128A, U129, U133, U134, U138, U139, U145, U146, U147, U147B, U149, U150, U152, U153, U155, U161, U162, U167, U168, U169, U174, U175, U178, U179, U181, U182, U183, U184, U185, U186, U188, U189, U190, U193, U194, U195, U200A, U201, U203 and U206;
- (c) Cadent Gas for the purposes of undertaking any works relating to its apparatus set out in Work Nos. U2, U3, U34, U42, U69, U76, U81, U89, U90, U98, U103, U104, U113, U157, U158, U166 and U170;

- (d) Northumbrian Water for the purposes of undertaking any works relating to its apparatus set out in Work Nos. U3A, U10A, U10B, U10C, U57, U58, U60, U62A, U65, U67, U70, U82, U85A, U87, U95, U117 and U132;
  - (e) UKPN for the purposes of undertaking any works relating to its apparatus set out in Work Nos. U2A, U3B, U4, U10, U20A, U23, U24, U29, U31, U37A, U38, U38A, U47, U50, U50A, U52, U54, U61, U63, U66, U71, U78, U84, U84A, U97, U107, U118, U127, U128, U130, U131, U135, U136, U144, U146A, U147C, U159, U160, U163, U166A, U173, U180, U187, U196, U197, U198, U204 and U205;
  - (f) Verizon for the purposes of undertaking any works relating to its apparatus set out in Work No. U12B;
  - (g) Virgin Media for the purposes of undertaking any works relating to its apparatus set out in Work Nos. U12, U21, U22A, U35, U44, U121, U124A, U137, U154, U172, U177 and U202; and
  - (h) Vodafone for the purposes of undertaking any works relating to its apparatus set out in Work Nos. U6, U49, U80, U120, U140, U151, U164, U171, U176 and U207.
- (6) In this article—
- “BT” means British Telecommunications Plc (company number 1800000), whose registered office is 1 Braham Street, London, United Kingdom, E1 8EE;
  - “Northumbrian Water” means Northumbrian Water Limited (Company No. 02366703) whose registered office is at Northumbria House, Abbey Road, Pity Me, Durham, DH1 5FJ;
  - “UKPN” means UK Power Networks (Operations) Limited (company number 03870728), whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP;
  - “Verizon” means Verizon UK Limited (company number 02776038) whose registered office is at Reading International Business Park, Basingstoke Road, Reading, RG2 6DA;
  - “Virgin Media” means Virgin Media Limited (company number 2591237) whose registered office is at 500 Brook Drive, Reading RG2 6UU; and
  - “Vodafone” means Vodafone Group Plc (company number 1833679) whose registered office is at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN;