



NORTHAMPTON
GATEWAY
STRATEGIC RAIL FREIGHT INTERCHANGE

DRAFT DEVELOPMENT CONSENT ORDER

DOCUMENT 3.1

The Northampton Gateway Rail Freight Interchange Order 201X

Regulation No: 5 (2) (b)

DRAFT DEVELOPMENT CONSENT ORDER | OCTOBER 2017

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ROXHILL

201[X] No. [XXXX]

**The Northampton Gateway Rail Freight Interchange Order
201X**

Made - - - - ***

Coming into force - - ***

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An application has been made to the Secretary of State under section 37 of the Planning Act 2008(a) (“the 2008 Act”) in accordance with the Infrastructure Planning (Applications: Prescribed Form and Procedure) Regulations 2009(b) for an order granting development consent.

The application was examined in accordance with Chapter 4 of Part 6 of the 2008 Act and the Infrastructure Planning (Examination Procedure) Rules 2010(c) by a [Panel of [] members (the Panel)/single person] appointed by the Secretary of State in accordance with Chapter [2/3] of Part 6 of the 2008 Act.

The [Panel/single appointed person], having considered the representations made and not withdrawn and the application with the accompanying documents, in accordance with section 83 of the 2008 Act has reported to the Secretary of State.

The Secretary of State having considered the representations made and not withdrawn and the report of the [Panel/single appointed person] has decided to make an Order granting development consent for the development described in the application [with modifications which in the opinion of the Secretary of State do not make any substantial change to the proposals comprised in the application].

The Secretary of State in exercise of the powers conferred by section 114, 115, 117, 120 and 122 of, and paragraphs 1 to 3, 10 to 21, 23, 24, 33, 34, 36 and 37 of Part 1 of Schedule 5 to, the 2008 Act, makes the following Order—

PART 1 PRELIMINARY

Citation and Commencement

1. This Order may be cited as the Northampton Gateway Rail Freight Interchange Order 201[X] and comes into force on [] 201[].

Interpretation

2.—(1) In this Order—

“the 1961 Act” means the Land Compensation Act 1961(d);

“the 1965 Act” means the Compulsory Purchase Act 1965(e);

“the 1980 Act” means the Highways Act 1980(f);

“the 1984 Act” means the Road Traffic Regulation Act 1984(g);

“the 1990 Act” means the Town and Country Planning Act 1990(h);

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

(a) 2008 c. 29, Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c. 20).

(b) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732 and S.I. 2013/522.

(c) S.I. 2010/103, amended by S.I. 2012/635.

(d) 1961 c.33.

(e) 1965 c.56.

(f) 1980 c.66.

(g) 1984 c.27.

(h) 1990 c.8.

(i) 1991 c.22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c.26). Sections 79(4), 80(4), and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c.18).

“development consent obligation” means the development consent obligation entered into by agreement under section 106 (planning obligations) of the 1990 Act(a) dated [] in respect of the authorised development and any subsequent amendment to the obligation;

“the environmental statement” means the document of that description referred to in article 45 submitted under regulation 5(2)(a) of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(b) and certified by the Secretary of State as the environmental statement for the purposes of this Order;

“footpath” and “footway” have the same meaning as in the 1980 Act;

“framework travel plan” means the document of that designation referred to in requirement 3 of Schedule 2;

“hedgerow” has the same meaning as in the Hedgerow Regulations 1997(c);

“highway” and “highway authority” have the same meaning as in the 1980 Act;

“highway classification plans” means the plans of that description referred to in article 45 and certified as the highway classification plans by the Secretary of State for the purposes of this Order;

“Highways England” means Highways England Company Limited (company number 9346363), whose registered office is at Bridge House, Walnut Tree Close, Guildford, GU1 4ZZ, appointed as highway authority for the highways specified in article 2 of the Appointment of a Strategic Highways Company Order 2015(d);

“highway plans” means the plans of that description referred to in article 45 and certified as the highway general arrangement plans by the Secretary of State for the purposes of this Order;

“highway works” means the works comprised in Works Nos. 6, 7, 8, 10, 11, 12, 13, 14, 15 and 16;

“illustrative rail terminal plan” means the document of that description referred to in article 45 and certified as the illustrative rail terminal plan for the purposes of this Order;

“the land plans” means the plans of that description referred to in article 45 and certified as the land plans by the Secretary of State for the purposes of this Order;

“lead local flood authority” means [Northamptonshire County Council];

“local highway authority” means Northamptonshire County Council;

“maintain” includes inspect, repair, adjust, alter, remove, clear, refurbish, reconstruct, decommission, demolish, replace or improve and any derivative of “maintain” is to be construed accordingly;

“main site” means that part of the land within the Order limits comprising the areas of land described on the works plans as Works Nos. 1, 2, 3, 4 and 5;

“occupation” means occupation of the authorised buildings other than for the purpose of constructing, fitting out, commissioning or site security;

“the Order land” means the land shown on the land plans which is within the limits of land to be acquired or used permanently or temporarily and described in the book of reference (see article 2(2));

“the Order limits” means the limits shown on the works plans represented by a red line within which the authorised development may be carried out;

“owner”, in relation to land, has the same meaning as in section 7 (*interpretation*) of the Acquisition of Land Act 1981(e);

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- (a) Section 106 was substituted by section 12(1) of the Planning and Compensation Act 1991 (c. 34) and was subsequently amended by section 33 of the Greater London Authority Act 2007 (c. 24) section 174 of the Planning Act 2008 (c. 29) and paragraphs 1 and 3 of Schedule 2 to the Growth and Infrastructure Act 2013 (c. 27).
- (b) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522 and S.I. 2013/755.
- (c) S.I. 1997/1160.
- (d) S.I. 2015/376.
- (e) 1981 c. 67. Section 7 was amended by section 70 of, and paragraph 9 of Schedule 15 to, the Planning and Compensation Act 1991 c. 34. There are other amendments to the 1981 Act which are not relevant to this Order.

“the parameters plan” means the plan of that description referred to in article 45 and certified as the parameters plan by the Secretary of State for the purposes of this Order;

“phase” means a defined section or part of the authorised development, the extent of which is shown in a scheme submitted to an approved by the local planning authority under requirement 2 (*phases of development*);

“public sewer or drain” means a sewer or drain which belongs to the Environment Agency, an internal drainage board or a lead local flood authority or a sewerage undertaker;

“rail served warehousing” means warehousing to which goods can be delivered by rail either directly or by means of another form of transport;

“railway” has the same meaning as in the 2008 Act;

“railway plans” means the plans of that description referred to in article 45 and certified as railway plans by the Secretary of State for the purposes of this Order:

“relevant body” means in respect of each of the highway works the body referred to in respect of each of those works in column (4) of the table in requirement 4 (*phasing of highway works*);

“relevant highway authority” means in any provision of this Order the highway authority for any area of land to which that provision relates;

“relevant planning authority” means the district planning authority for the area in which the land to which the provisions of this Order apply is situated and in respect of the requirements means the district planning authority in whose administrative district the part of the authorised development to which the requirement relates is located;

“relevant street authority” means in any provision of this Order the street authority for any area of land to which that provision relates;

“relocation works” means works executed, or apparatus provided, under paragraph (2) of article 35 (*apparatus and rights of statutory undertakers in stopped up streets*);

“requirements” means the requirements set out in Schedule 2 (*requirements*);

“speed limit plans” means the means of that description referred to in article 45 and certified by the Secretary of State as the new speed limit plans for the purposes of this Order;

“statutory undertaker” means statutory undertaker for the purposes of section 127(8) (statutory undertakers’ land) of the 2008 Act;

“statutory utility” means a statutory undertaker for the purposes of the 1990 Act or a public communications provider as defined in section 151(1) (interpretation of Chapter 1) of the Communications Act 2003(a);

“street” means a street within the meaning of section 48 (streets, street works and undertakers) of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes part of a street;

“street authority” in relation to a street, has the same meaning as in Part 3 of the 1991 Act;

“traffic authority” has the meaning as in section 121A (traffic authorities) of the 1984 Act;

“traffic officer” means a person designated under section 2 (designation of Traffic Officers) of the Traffic Management Act 2004(b);

“traffic regulation plan” means the plans of that description referred to in article 45 and certified by the Secretary of State as the traffic regulation plans for the purposes of this Order;

“the undertaker” means—

- (a) Roxhill (Junction 15) Limited (company number 08763104) registered office Lumonics House, Valley Drive, Swift Valley, Rugby, Warwickshire CV21 1TQ; and
- (b) any other person who has the benefit of this Order in accordance with section 156 (benefit of order granting development consent) of the 2008 Act for such time as that section applies to that person;

(a) 2003 c. 21.
(b) 2004 c. 18.

“verge” means any part of the road which is not a carriageway;

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

“water authority” means AWG Group Limited (company number 02366618) registered at Lancaster House, Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire PE29 6XU and any successor in function; and

“the works plans” means the plans of that description referred to in article 45 and certified as the works plans by the Secretary of State for the purposes of this Order.

(2) References in this Order to rights over land include references to rights to do, or to place and maintain, anything in, on or under land or in the air-space above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or is otherwise comprised in the Order land.

(3) All distances, directions and lengths referred to in this Order are approximate and where applicable distances between points on a work comprised in the authorised development are to be measured along that work.

(4) References in this Order to numbered works are references to the works as numbered in Schedule 1 (*authorised development*) and references to numbered requirements are to the requirements as numbered in Schedule 2 (*requirements*).

(5) For the purposes of this Order all areas described in square metres in the book of reference are approximate.

(6) Where the term approximate precedes a figure of measurement or quantum then the flexibility accorded by that word is limited by the parameters and the limits of deviation as described in article 4 and does not authorise any works which would result in significant environmental effects which have not been assessed in the environmental statement.

PART 2 PRINCIPAL POWERS

Development consent granted by the Order

3.—(1) Subject to the provisions of the Order, the undertaker is granted development consent for the authorised development to be carried out operated and maintained within the Order limits.

(2) Nothing in this Order prevents the carrying out of archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or erection of any temporary means of enclosure and the temporary display of site notices or advertisement immediately upon this Order coming into force.

Parameters of authorised development

4. The authorised development is to be carried out within the parameters shown and described on the parameters plan and in carrying out the authorised development the undertaker may—

- (a) deviate laterally from the lines or situations of the authorised development shown on the works plans to the extent of the limits of deviation shown on those plans;
- (b) [in respect of the highway works deviate vertically from the levels shown on the highway plans to a maximum of [1.5] metres upwards or downwards; and]
- (c) [in respect of the railway works comprised in Works Nos. 1 and 2 deviate vertically from the levels shown on the railway plans to a maximum of [1.5] metres upwards or [2.5] metres downwards;] and
- (d) in respect of any boundary between the areas of two numbered works deviate laterally by a maximum of 20 metres either side of the boundary shown on the works plans,

except that these maximum limits described in (a) to (d) do not apply to constrain the authorised development when it is demonstrated by the undertaker to the relevant planning authority's satisfaction and the relevant planning authority certifies accordingly that a deviation in excess of these limits would not give rise to any materially new or materially worse environmental effects from those assessed in the environmental statement.

Authorisation of use

5. Subject to the provisions of this Order, the undertaker and any persons authorised by the undertaker may operate and use that part of the authorised development comprised in Works Nos. 1 to 6 inclusive for the purposes of a rail freight terminal and warehousing, any purposes for which such parts of the authorised development is designed and for any purposes ancillary to those purposes.

Maintenance of authorised development

6.—(1) 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.

(2) Paragraph (1) does not extend to any maintenance works which would give rise to any materially new or materially worse environmental effects from those assessed in the environmental statement.

Benefit of Order

7.—(1) Subject to paragraphs (2), (3) and (4) the undertaker shall have the benefit of the Order.

(2) Roxhill (Junction 15) Limited, has the sole benefit of the provisions of Part 5 (*powers of acquisition*) unless the Secretary of State consents to the transfer of the benefit of those provisions.

(3) Roxhill (Junction 15) Limited has the sole benefit of the powers conferred by this Order to carry out the highway works in accordance with the provisions of Parts 2 and 3 of Schedule 15 (*protective provisions*) unless the Secretary of State consents to the transfer of the benefit of those provisions.

(4) Paragraph (1) does not apply to the works for which 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.

PART 3 STREETS

Street works

8.—(1) The undertaker may for the purposes of the carrying out of the authorised development, enter on so much of any of the streets specified in Schedule 3 (*streets subject to street works*) as are within the Order limits and may—

- (a) break up or open the street, or any sewer, drain or tunnel under it;
- (b) tunnel or bore under the street;
- (c) place apparatus in the street;
- (d) maintain apparatus in the street or change its position;
- (e) construct bridges and tunnels;
- (f) increase the width of the carriageway of the street by reducing the width of any kerb, footpath, footway, cycle track or verge within the street;
- (g) alter the level or increase the width of such kerb, footway, cycle track or verge;

- (h) reduce the width of the carriageway of the street;
- (i) make and maintain crossovers and passing places; and
- (j) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (i).

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

Power to alter layout, etc., of streets

9.—(1) Subject to paragraph (2), the undertaker may, for the purposes of constructing and maintaining the authorised development, alter the layout of any street within the main site and the layout of any street at its junction with such a street; and, without limitation on the scope of this paragraph, the undertaker may—

- (a) increase the width of the carriageway of the street by reducing the width of any kerb, footpath, footway, cycle track or verge within the street;
- (b) alter the level or increase the width of such kerb, footway, cycle track or verge;
- (c) reduce the width of the carriageway of the street; and
- (d) make and maintain crossovers, and passing places.

(2) The powers conferred by paragraph (1) must not be exercised without the consent of the local highway authority but such consent must not be unreasonably withheld and if the local highway authority has received an application for consent to exercise powers under paragraph (1) and fails to notify the undertaker of its decision before the end of the period of 28 days beginning with the date on which the application is made, it is deemed to have granted consent.

Permanent Stopping up of streets

10.—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised development, stop up permanently the street specified in column (2) of Schedule 4 (*streets to be permanently stopped up*) to the extent specified, by reference to the letters shown on the access and rights of way plan, in column (3) of that Schedule.

(2) No street specified in column (2) of Schedule 4 is to be wholly or partly stopped up under this article unless—

- (a) the new street to be substituted for it, which is specified in column (4) of that Schedule, has been completed to the reasonable satisfaction of the relevant street authority and is open for use; or
- (b) a temporary alternative route for the passage of such traffic as could have used the street to be stopped up is first provided and subsequently maintained by the undertaker between the commencement and termination points for the stopping up of the street until the completion and opening of the new street in accordance with sub-paragraph (a).

(3) Where a street has been stopped up under this article—

- (a) all rights of way over or along the street so stopped up are extinguished; and
- (b) the undertaker may appropriate and use for the purposes of the authorised development so much of the street as is bounded on both sides by land owned by the undertaker.

(4) Any person who suffers loss by the suspension or extinguishment of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) This article is subject to article 35 (*apparatus and rights of statutory undertakers in stopped up streets*).

Temporary stopping up of streets

11.—(1) The undertaker may during and for the purposes of carrying out the authorised development, temporarily stop up, alter or divert any street and may for any reasonable time—

- (a) divert the traffic from the street; and
- (b) subject to paragraph (2), prevent all persons from passing along the street.

(2) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street affected by the temporary stopping up, alteration or diversion of a street under this article if there would otherwise be no such access.

(3) The undertaker must not temporarily stop up, alter or divert any street for which it is not the street authority without the consent of the relevant street authority which may attach reasonable conditions to any consent but such consent must not be unreasonably withheld.

(4) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) If a street authority has received an application for consent under paragraph (3) and fails to notify the undertaker of its decision before the end of the period of 28 days beginning with the date on which the application was made, it is deemed to have granted consent.

Public rights of way – creation, diversion and stopping up

12.—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised development—

- (a) stop up each of the public rights of way specified in columns (1) and (2) of Part 1 of Schedule 5 (*public rights of way to be permanently stopped up for which a substitute is to be provided*) to the extent specified, in column (3) of that Part of that Schedule;
- (b) provide the substitute public rights of way described in column (4) of Part 1 of Schedule 5 between the specified terminus points and on a detailed alignment to be agreed with the local highway authority;
- (c) temporarily stop up public rights of way to the extent agreed with the relevant highway authority and provide substitute temporary public rights of way between terminus points, on an alignment to be agreed with the local highway authority; and
- (d) stop up each of the public rights of way specified in columns (1) and (2) of Part 2 of Schedule 5 (*public rights of way to be permanently stopped up for which no substitute is to be provided*) to the extent specified in column (3) of that Part of that Schedule.

(2) No public right of way specified in columns (1) and (2) of Parts 1 or 2 of Schedule 5 may be wholly or partly stopped up under this article unless the permanent or temporary diversion routes agreed by the local highway authority have first been provided by the undertaker, to the reasonable satisfaction of the local highway authority.

(3) Any permanent diversion route provided under paragraph (2), or any temporary diversion route agreed by the local highway authority, must be maintained by the undertaker with appropriate clear signage of the permanently diverted or temporarily diverted route.

(4) Any temporary diversion route must be maintained by the undertaker until the completion and opening of the public rights of way within the Order limits specified in column (4) of Part 1 of Schedule 5.

(5) The undertaker must in connection with carrying out of the authorised development provide the new public rights of way specified in columns (1) and (2) of Part 3 of Schedule 5 (*new public rights of way to be created*) to the extent specified in column (3) of that Part of that Schedule.

[TRIGGERS TO BE ADDED]

Accesses

13.—(1) The undertaker may, for the purposes of the authorised development and subject to paragraph (2), with the consent of the relevant highway authority or street authority as appropriate

(such consent not to be unreasonably withheld), form and lay out such means of access (permanent or temporary) or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development.

(2) The agreement of the relevant highway authority or street authority as appropriate is not required for the formulation, layout or improvement of a new or existing means of access described in Schedule 1 (*authorised development*) and carried out in accordance with the relevant provisions of Parts 2 and 3 of Schedule 15 (*protective provisions*).

(3) If a highway authority or street authority which has received an application for consent under paragraph (1) fails to notify the undertaker of its decision before the end of the period of 28 days beginning with the date on which the application was made, it is deemed to have granted consent.

(4) The private means of access as set out in column (2) of Part 1 of Schedule 6 (*private means of access to be replaced*) may be removed by the undertaker and if removed must be replaced by the means of access as set out in column (3) of Part 1 of Schedule 6.

(5) The private means of access as set out in column (2) of Part 2 of Schedule 6 (*private means of access to be closed for which no substitute is to be provided*) may be closed by the undertaker without a substitute being provided.

(6) The undertaker must provide the private means of access as set out in column (2) of Part 3 of Schedule 6 (*new private means of access created*).

[TRIGGERS TO BE ADDED]

Maintenance of highway works

14.—(1) Any highway works to be carried out under this Order shall be completed in accordance with the provisions of paragraphs 2 and 3 of Schedule 15 (*protective provisions*) and with effect from the date of the provisional certificate referred to in paragraph [6] of Part 2 and paragraph [6] of Part 3 of Schedule 15 will be maintained by and at the expense of the undertaker for a period of 12 months and at the expiry of that period by and at the expense of the relevant highway authority.

(2) Where new land not previously part of the public highway is to form part of the public highway further to the provisions of this Order it shall be deemed as dedicated as part of the public highway on the issue of the final certificate for the works relating to that land under paragraph [9] of Parts 2 and paragraph [9] of Part 3 of Schedule 15.

Classification of roads

15.—(1) The new roads described in Part 1 of Schedule 7 (*new roads*) are to be—

- (a) classified as set out in column (3) of Part 1 of Schedule 7 for the purpose of any enactment or instrument which refers to highways classified as such; and
- (b) provided for the use of the classes of traffic defined in Schedule 4 (classes of traffic for purposes of special roads) to the 1980 Act as set out in column (4) of Part 1 of Schedule 7.

(2) From the date on which the undertaker notifies the Secretary of State that the new roads described in Part 1 of Schedule 7 have been completed as evidenced by issue of the provisional certificate in accordance with paragraph 6 of Part[s] 2 and 3 Schedule 15 and are open for through traffic—

- (a) the body set out in column (5) of Part 1 of Schedule 7 is the highway authority for those roads; and
- (b) the new roads identified as special roads in column (3) of Part 1 of Schedule 7 are classified as trunk roads for the purpose of any enactment or instrument which refers to highways classified as trunk roads.

(3) The existing roads described in Part 2 of Schedule 7 (*existing roads*) are to cease to have the classification and be the responsibility of the relevant highway authority set out in column (3) of Part 2 of Schedule 7 and from the occurrence of the event set out in column (4) are to be—

- (a) classified as set out in column (5) of Part 2 of Schedule 7 for the purpose of any enactment or instrument which refers to highways classified as such;

- (b) provided for the use of the classes of traffic defined in Schedule 4 to the 1980 Act as set out in column (6) of Part 2 of Schedule 7; and
- (c) the responsibility of the relevant highway authority set out in column (7) of Part 2 of Schedule 7 subject only to any maintenance obligation imposed on the undertaker in Parts 2 and 3 of Schedule 15,

as if such classification had been made under sections 10(2) and 12(3) of the 1980 Act.

Speed limits

16.—(1) The orders referred to in columns (1) and (2) of Part 1 of Schedule 8 (existing orders) are revoked or varied as set out in column (3) of Part 1 of Schedule 8 upon the event listed in column (4) occurring.

(2) Upon the event listed in column (3) of Part 2 of Schedule 8 (*roads subject to 20mph speed limit*) no person is to drive any motor vehicle at a speed exceeding 20 miles per hour in the lengths of road identified in column (2) of Part 2 of Schedule 8.

(3) Upon the event listed in column (3) of Part 3 of Schedule 8 (*roads subject to 40mph speed limit*) no person is to drive any motor vehicle at a speed exceeding 40 miles per hour in the lengths of road identified in column (2) of Part 3 of Schedule 8.

(4) Upon the event listed in column (3) of Part 4 of Schedule 8 (*roads subject to 50mph speed limit*) no person is to drive any motor vehicle at a speed exceeding 50 miles per hour in the lengths of road identified in column (2) of Part 4 of Schedule 8.

(5) Upon the event listed in column (3) of Part 5 of Schedule 8 (*derestricted roads*) no person shall drive any motor vehicle at a speed exceeding 70 miles per hour in the lengths of road specified in column (2) of Part 5 of Schedule 8.

(6) During the period specified in column (4) of Part 6 of Schedule 8 (*temporary speed limits*) no person is to drive any motor vehicle at a speed exceeding the limit specified in column (2) of Part 6 of Schedule 8 along the lengths of road specified in column (3) of Part 6 of Schedule 8.

(7) Without limiting the scope of the specific powers conferred by paragraph (6) but subject to the provisions of this article and the consent (such consent not to be unreasonably withheld) of the traffic authority in whose area the road concerned is situated, which consent may be subject to reasonable conditions, the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with the construction, operation, or maintenance of the authorised project, impose a temporary speed limit either at all times or at times, on days or during such periods, and on such roads as may be specified by the undertaker.

(8) The undertaker shall not exercise the powers in paragraph (7) unless it has given not less than 4 weeks' notice in writing of its intention so to do to the chief officer of police and to the traffic authority in whose area the road is situated.

(9) The speed limits imposed by this Order are deemed to have been imposed by an order under the 1984 Act and—

- (a) have the same effect; and
- (b) may be varied by the relevant traffic authority in the same manner,

as any other speed limit imposed by an order under that Act.

(10) No speed limit imposed by this Order applies to vehicles falling within regulation 3(4) (regulations in relation to orders and notices under the 1984 Act) of the Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011(a) when used in accordance with regulation 3(5) of those Regulations.

(a) S.I. 2011/935.

Traffic regulation

17.—(1) The orders referred to in columns (1) and (2) of Part 1 of Schedule 9 (*amendments to existing orders*) are revoked or amended as set out in column (3) of Schedule 9 upon the event listed in column (4) of Part 1 of Schedule 9 occurring.

(2) Subject to the provisions of this article, the undertaker may at any time for the purposes of and during the—

- (a) construction of the authorised development temporarily regulate traffic further to Part 2 of Schedule 9 (*temporary traffic regulation*); and
- (b) construction, operation and/or maintenance of the authorised development permanently regulate traffic further to Part 3 of Schedule 9 (*permanent traffic regulation*),

in the manner specified in column (4) on those roads specified in column (2) and along the lengths and between the points specified, or to the extent otherwise described in column ([3]) of that schedule.

(3) Without limiting the scope of the specific powers conferred by paragraphs (1) and (2) but subject to the provisions of this article and the consent (such consent not to be unreasonably withheld) of the traffic authority in whose area the road concerned is situated, which consent may be subject to reasonable conditions, the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with the construction, operation, or maintenance of the authorised project —

- (a) revoke, amend or suspend in whole or in part any order made, or having effect as if made, under the 1984 Act;
- (b) permit, prohibit or restrict the stopping, parking, waiting, loading or unloading of vehicles on any road;
- (c) suspend or authorise the use as a parking place of any road;
- (d) make provision as to the direction or priority of vehicular traffic on any road; and
- (e) permit or prohibit vehicular access to any road;

either at all times or at times, on days or during such periods as may be specified by the undertaker.

(4) The undertaker shall not exercise the powers in paragraph (3) unless it has—

- (a) given not less than 4 weeks' notice in writing of its intention so to do to the chief officer of police and to the traffic authority in whose area the road is situated; and
- (b) advertised its intention in such manner as the traffic authority may specify in writing within 7 days of the traffic authority's receipt of notice of the undertaker's intention under subparagraph (a).

(5) Any prohibition, restriction or other provision made by the undertaker under paragraph (3) shall—

- (a) have effect as if duly made by, as the case may be—
 - (i) the traffic authority in whose area the road is situated as a traffic regulation order under the 1984 Act; or
 - (ii) the local authority in whose area the road is situated as an order under section 32 of the 1984 Act; and
- (b) be deemed to be a traffic order for the purposes of Schedule 7 to the Traffic Management Act 2004 (road traffic contraventions subject to civil enforcement).

(6) Any prohibition, restriction or other provision made under this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraph (3) at any time.

(7) Expressions used in this article and in the 1984 Act shall have the same meaning in this article as in that Act.

(8) If the traffic authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (3) the traffic authority shall be deemed to have given consent.

[Clearways and no waiting]

18.—(1) [Subject to paragraphs (4) and (5), following the event specified in column (4) of Part 1 of Schedule 10 (*clearways*), no person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle to wait on any part of a carriageway specified in columns (1) and (2) of Part 1 of Schedule 10, other than a lay-by.

(2) Subject to paragraphs (4) and (6) following the event specified in column (4) of Part 1 of Schedule 10 no person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle to wait on any verge adjacent to any part of a carriageway specified in columns (1) and (2) of Part 1 of Schedule 10 where such prohibition is indicated as applying in column (3) of Part 1 of Schedule 10.

(3) Subject to paragraph (4) following the event specified in column (3) of Part 2 of Schedule 10 (no waiting at any time) no person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle to wait at any time on any day, on the sides of the carriageway specified in columns (1) and (2) of Part 2 of Schedule 10 or its adjacent verge at any time.

(4) Nothing in paragraphs (1), (2) or (3) applies—

(a) to render it unlawful to cause or permit a vehicle to wait on any part of the carriageway or verge, for so long as may be necessary to enable that vehicle to be used in connection with—

(i) the removal of any obstruction to traffic;

(ii) the maintenance, improvement, reconstruction or operation of the carriageway or verge;

(iii) the laying, erection, inspection, maintenance, alteration, repair, renewal or removal in or near the carriageway or verge of any sewer, main pipe, conduit, wire, cable or other apparatus for the supply of gas, water, electricity or any telecommunications apparatus as defined in Schedule 2 to the Telecommunications Act 1984**(a)**; or

(iv) any building operation or demolition;

(b) in relation to a vehicle being used—

(i) for police, ambulance, fire and rescue authority or traffic officer purposes;

(ii) in the service of a local authority, Highways England, a safety camera partnership or the Driver and Vehicle Standards Agency in pursuance of statutory powers or duties;

(iii) in the service of a water or sewerage undertaker within the meaning of the Water Industry Act 1991**(b)**; or

(iv) by a universal service provider for the purposes of providing a universal postal service as defined by the Postal Services Act 2000**(c)**; or

(c) in relation to a vehicle waiting when the person in control of it is—

(i) required by law to stop;

(ii) obliged to stop in order to avoid an accident; or

(iii) prevented from proceeding by circumstances outside the person's control.

(5) Nothing in paragraph (1) applies to any vehicle selling or dispensing goods to the extent that the goods are immediately delivered at, or taken into, premises adjacent to the land on which the vehicle stood when the goods were sold or dispersed.

(6) Nothing in paragraph (2) applies—

(a) 1984 c. 12.

(b) 1991 c. 56.

(c) 2000 c. 26.

- (a) so as to prevent a vehicle waiting on any verge specified in paragraph (2) for so long as may be necessary—
 - (i) to enable a person to board or alight from the vehicle;
 - (ii) to enable goods to be loaded on to or unloaded from the vehicle; or
 - (iii) to enable goods to be sold from the vehicle provided such goods are immediately delivered at, or taken into, premises adjacent to the vehicle from which sale is effected;
- (b) so as to prevent a vehicle waiting on any verge specified in paragraph (2) for so long as may be necessary to enable that vehicle, if it cannot conveniently be used for such purpose without waiting on such verge, to be used in connection with any building operation or demolition, the removal of any obstruction or potential obstruction to traffic, the maintenance, improvement or reconstruction of such verge or of a carriageway immediately adjacent to such verge or the erection, laying, placing, maintenance, testing, alteration, repair or removal of any structure, works or apparatus in, on, under or over that verge or carriageway; or
- (c) to a vehicle waiting on any verge specified in paragraph (2) while any gate or other barrier at the entrance to premises to which the vehicle requires access or from which it has emerged is opened or closed.

(7) Paragraphs (1) to (6) have effect as if made by a traffic regulation order under the 1984 Act and their application may be varied or revoked by such an order or by any other enactment which provides for the variation or revocation of such orders.]

Motor vehicle restrictions

19.—(1) No person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle the maximum gross weight of which exceeds 7.5 tonnes to enter or proceed along the length of road specified in column (2) of Part 1 of Schedule 11 (*environmental weight limit*) between the points specified in column (3) of Part 1 of that Schedule following the event specified in column (4) of Part 1 of that Schedule.

(2) The restriction referred to in paragraph (1) will not apply in respect of—

- (a) anything done in accordance with any restriction or requirement indicated by traffic signs placed on or on behalf of the police;
- (b) vehicles being used—
 - (i) in the service of a local authority or water authority in pursuance of statutory powers or duties; or
 - (ii) for ambulance, fire brigade or police purposes in an emergency; or
 - (iii) for the purpose of agriculture on any land adjacent to the restricted roads; or
 - (iv) for the purpose of gaining access to or leaving any land and/or premises situated in or adjacent to the restricted roads or any roads or lengths of roads accessible only therefrom; or
 - (v) in connection with the carrying out on land or any premises situated on or adjacent to the restricted roads of any building, industrial or demolition operation or the removal of any obstruction to traffic for, the maintenance, improvement, reconstruction, cleansing or lighting of the road or any roads accessible only therefrom, or the laying, erection, alteration or repair of any sewer under the restricted roads or of any main pipe or apparatus for the supply of gas, water, or electricity or of any electronic communications apparatus thereunder or thereon, or for the placing, maintenance or removal of any traffic sign thereon; or
 - (vi) for public transport.

(3) No person, except upon the direction or with the permission of a police officer or traffic officer in uniform, is to cause or permit any vehicle to proceed in the manner specified in column (2) of Part 2 of Schedule 11 (*prohibited movements*) at the point specified in column (1) of Part 2 of Schedule 11.

(4) Paragraphs (1) to (3) have effect as if made by a traffic regulation order under the 1984 Act, and their application may be varied or revoked by such an order or by any other enactment which provides for the variation or revocation of such orders.

Agreements with highway authorities

20.—(1) A relevant highway authority and the undertaker may enter into agreements with respect to—

- (a) the construction, and/or maintenance of any new highway, including any structure carrying the highway over the existing canal and railway and any railway authorised by this Order;
 - (b) the strengthening, improvement, repair or reconstruction of any highway under the powers conferred by this Order;
 - (c) the maintenance of landscaping within a highway constructed as part of the highway works;
 - (d) any stopping up, alteration or diversion of a highway as part of or to facilitate the authorised development; or
 - (e) the carrying out in the highway of any of the works referred to in article 8 (*street works*).
- (2) Such an agreement may, without limitation on the scope of paragraph (1)—
- (a) make provision for the relevant highway authority to carry out any function under this Order which relates to the highway in question;
 - (b) include an agreement between the undertaker and relevant highway authority specifying a reasonable time for the completion of the works; and
 - (c) contain such terms as to payment and otherwise as the parties consider appropriate.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

21.—(1) Subject to paragraphs (3) and (4), the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised development and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker under paragraph (1) must be determined as if it were a dispute under section 106 of the Water Industry Act 1991(a) (right to communicate with public sewers).

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld.

- (4) The undertaker must not make any opening into any public sewer or drain except—
- (a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and
 - (b) where that person has been given the opportunity to supervise the making of the opening.

(a) 1991 c.56. Section 106 was amended by section 35(1) and (8) of, and Schedule 2 to, the Competition and Service (Utilities) Act 1992 (c. 43) and, sections 36(2) and 99 of the Water Act 2003 (c. 37) (subject to the transitional provisions contained in article 6 of, and Schedule 3 to, S.I. 2004/641) and paragraph 16(1) of Schedule 3 to the Flood and Water Management Act.

(5) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain under this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(6) Nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) of the Environmental Permitting (England and Wales) Regulations 2010(a).

(7) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to the Environment Agency, an internal drainage board, a local authority or a sewerage undertaker; and
- (b) other expressions excluding watercourse, which are used both in this article and in the Water Resources Act 1991(b) have the same meaning as in that Act.

(8) If a person who has received an application for consent under paragraph (3) or approval under paragraph (4)(a) fails to notify the undertaker of its decision within 28 days of receiving the application, that person is deemed to have granted consent or given approval as the case may be.

Authority to survey and investigate the land

22.—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised development and—

- (a) survey or investigate the land;
- (b) without limitation on the scope of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without limitation on the scope of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days’ notice has been served on every owner, who is not the undertaker, and occupier of the land.

(3) Any person entering land under the powers conferred by this article on behalf of the undertaker—

- (a) must, if so required, produce written evidence of their authority to do so; and
- (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(4) No trial holes may be made under this article—

- (a) in land located within the highway boundary without the consent of the relevant highway authority; or
- (b) in a private street without the consent of the relevant street authority;

but such consent must not be unreasonably withheld.

(5) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(6) If either a highway authority or a street authority which has received an application for consent under paragraph (4) fails to notify the undertaker of its decision within 28 days of receiving the application the authority is deemed to have granted the consent.

(a) S.I. 2010/675.
(b) 1991 c. 57.

PART 5

POWERS OF ACQUISITION

Guarantees in respect of payment of compensation

23.—(1) The undertaker must not exercise a power conferred by articles [] unless a guarantee or alternative form of security in respect of the liabilities of the undertaker to pay compensation under the power being exercised is first in place.

(2) The form of guarantee or security referred to in paragraph (1), and the amount guaranteed or secured, must be approved by the relevant planning authority; but such approval must not be unreasonably withheld.

(3) The undertaker must provide the relevant planning authority with such information as the relevant planning authority may reasonably require relating to the interests in the land affected by the exercise of the powers conferred by articles [] for the relevant planning authority to be able to determine the adequacy of the proposed guarantee or security including—

- (a) the interests affected; and
- (b) the undertaker's assessment, and the basis of the assessment, of the level of compensation.

(4) A guarantee or other security given in accordance with this article that guarantees or secures the undertaker's payment of compensation under this Part shall be treated as enforceable against the guarantor or provider of security by any person to whom such compensation is properly payable.

(5) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years from the date on which the relevant power is exercised.

Compulsory acquisition of land

24.—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised development or to facilitate, or is incidental to, it as described in the book of reference and shown on the land plans.

(2) From the day on which a compulsory acquisition notice under section 134 of the 2008 Act is served or the day on which the Order land, or any part of it, is vested in the undertaker, whichever is the later, all rights, trusts and incidents to which that land or that part of it which is vested (as the case may be) was previously subject shall be discharged or suspended, so far as their continuance would be inconsistent with the exercise of the powers under this Order.

(3) This article is subject to—

- (a) article 29 (*time limit for exercise of authority to acquire land and rights compulsorily*); and
- (b) article 33(9) (*temporary use of land for carrying out the authorised development*).

Compulsory acquisition of rights

25.—(1) The undertaker may acquire compulsorily the existing rights and create and acquire compulsorily the new rights [or impose such restrictive covenants] described in the book of reference and shown on the land plans.

(2) From the date on which a compulsory acquisition notice is served pursuant to section 134 of the 2008 Act or the date on which any new right is vested in the undertaker, whichever is the later, the land over which any new right is, or rights are, acquired shall be discharged from all rights, trusts and incidents to which it was previously subject so far as their continuance would be inconsistent with the exercise of that new right.

(3) Subject to section [] (other provisions as to divided land) of the 1965 Act, as substituted by paragraph (5) of Schedule [] (*modifications of compensation and compulsory purchase enactments for creation of new rights*), where the undertaker acquires an existing right over land under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 14 has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article.

Private rights

26.—(1) Subject to the provisions of this article, all private rights over land subject to compulsory acquisition under this Order are extinguished—

- (a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry),

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights over land subject to the compulsory acquisition of rights [or the imposition of restrictive covenants] under this Order are extinguished in so far as their continuance would be inconsistent with the exercise of the right [or restrictive covenant]—

- (a) as from the date of the acquisition of the right by the undertaker [or the imposition of restrictive covenants], whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act in pursuance of the right,

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights over land owned by the undertaker which, being within the limits of land which may be acquired shown on the land plans, is required for the purposes of this Order are extinguished on the appropriation of the land by the undertaker for any of those purposes.

(4) Subject to the provisions of this article, all private rights over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable for as long as the undertaker remains in lawful possession of the land.

(5) Any person who suffers loss by the extinguishment or suspension of any private right under this article is entitled to compensation in accordance with the terms of section 152 of the 2008 Act^(a) to be determined, in case of dispute, under Part 1 of the 1961 Act.

(6) This article does not apply in relation to any right to which section 138 of the 2008 Act^(b) (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 31 (*statutory undertakers*) applies.

(7) Paragraphs (1) to (4) have effect subject to—

- (a) any notice given by the undertaker before—
 - (i) the completion of the acquisition of the land or the acquisition of rights [or the imposition of restrictive covenants] over or affecting the land;
 - (ii) the undertaker's appropriation of the land;
 - (iii) the undertaker's entry onto it; or
 - (iv) the undertaker's taking temporary possession of it,that any or all of those paragraphs do not apply to any right specified in the notice; or
- (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.

(8) If any agreement referred to in paragraph (7)(b)—

- (a) is made with a person in or to whom the right is vested or belongs; and

(a) Section 152 was amended by S.I. 2009/1307.

(b) Section 138 was amended by section 23(4) of the Growth and Industry Act 2013.

- (b) is expressed to have effect also for the benefit of those deriving title from or under that person,

it is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

(9) References in this article to private rights over land include references to any trusts or incidents to which the land is subject.

Power to override easements and other rights

27.—(1) Any authorised activity undertaken by the undertaker which takes place on land within the Order limits (whether the activity is undertaken by the undertaker or by any person deriving title under it) is authorised by this Order if it is done in accordance with the terms of this Order, regardless of whether it involves—

- (a) an interference with an interest or right to which this article applies; or
- (b) a breach of a restriction as to the use of the land arising by virtue of a contract.

(2) The interests and rights to which this article applies are any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support.

(3) Nothing in this article authorises interference with any right of way or right of laying down, erecting, continuing or maintaining apparatus on, under or over land which is a right vested in or belonging to statutory undertakers for the purpose of the carrying on of their undertaking, or a right conferred by or in accordance with the electronic communications code on the operator of an electronic communications code network.

(4) Where any interest or right to which this article applies is interfered with or any restriction breached by any authorised activity in accordance with the terms of this article the interest or right is extinguished, abrogated or discharged at the time that the interference or breach in respect of the authorised activity in question commences.

(5) In respect of any interference, breach, extinguishment, abrogation or discharge under this article, compensation—

- (a) is payable under section 7 (measure of compensation in case of severance) or 10 (further provisions as to compensation for injurious affection) of the 1965 Act; and
- (b) is to be assessed in the same manner and subject to the same rules as in the case of other compensation under those sections in respect of injurious affection where—
 - (i) the compensation is to be estimated in connection with a purchase under that Act; or
 - (ii) the injury arises from the execution of works on or use of land acquired under that Act.

(6) Nothing in this article is to be construed as authorising any act or omission on the part of any person which is actionable at the suit of any person on any grounds other than such an interference or breach as is mentioned in paragraph (1) of this article.

(7) Nothing in this article is to be construed as restricting the entitlement of any person to compensation.

(8) Where a person deriving title under the undertaker by whom the land in question was acquired or appropriated—

- (a) is liable to pay compensation; and
- (b) fails to discharge that liability,

the liability is enforceable against the undertaker.

(9) In this article—

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the Communications Act 2003(a);

(a) 2003 c. 21. See section 106.

“electronic communications code network” means—

- (a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the Communications Act 2003; and
- (b) an electronic communications network which the Secretary of State is providing or proposing to provide; and

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

Compulsory acquisition of land – incorporation of the mineral code

28. Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981(a) are incorporated in this Order subject to the following modifications—

- (a) for “the acquiring authority” substitute “the undertaker”;
- (b) for the “undertaking” substitute “authorised development”;
- (c) paragraph 8(3) is not incorporated.

Time limit for exercise of authority to acquire land and rights compulsorily

29.—(1) After the end of the period of [5] years beginning on the day on which the Order is made—

- (a) no notice to treat is to be served under Part 1 of the 1965 Act; and
- (b) no declaration is to be executed under section 4 (execution of declaration) of the Compulsory Purchase (Vesting Declarations) Act 1981(b) as applied by article 30 (application of the Compulsory Purchase (Vesting Declarations) Act 1981).

(2) The authority conferred by article 33 (*temporary use of land for carrying out the authorised development*) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of the land after the end of that period, if the land was entered and possession taken before the end of that period, subject always to the limitation in article 33.

Application of the Compulsory Purchase (Vesting Declarations) Act 1981

30.—(1) The Compulsory Purchase (Vesting Declarations) Act 1981 applies as if this Order was a compulsory purchase order.

(2) The Compulsory Purchase (Vesting Declarations) Act 1981, as applied by paragraph (1), has effect with the following modifications.

(3) In section 1 (application of Act), for subsection 2 substitute—

“(2) This section applies to any Minister, any local or other public authority or any body or person authorised to acquire land by means of a compulsory purchase order.”

(4) In section 5 (earliest date for execution of declaration) omit subsection (2).

(5) In section 7 (constructive notice to treat), in subsection (1)(a), omit “(as modified by section 4 of the Acquisition of Land Act 1981)”.

(6) References to the 1965 Act in the Compulsory Purchase (Vesting Declarations) Act 1981 are to be construed as references to that Act as applied by section 125 (application of compulsory acquisition provision) of the 2008 Act to the compulsory acquisition of land and rights under this Order.

(a) 1981 c. 67.

(b) 1981 c. 66 [sections [] were amended by the Housing and Planning Act 2016].

Statutory undertakers

31. The undertaker may, subject to Schedule 15 (*protective provisions*)—

- (a) extinguish the rights of statutory undertakers within the Order limits; and
- (b) replace, reposition, renew, alter and supplement the apparatus belonging to statutory undertakers within the Order limits.

Rights under or over streets

32.—(1) The undertaker may enter on and appropriate so much of the subsoil of, or air-space over, any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised development.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who—

- (a) is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land; and
- (b) suffers loss as a result,

is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

[Temporary use of land for carrying out the authorised development]

33.—(1) The undertaker may, in connection with the carrying out of the authorised development—

(a) enter into and take temporary possession of—

- (i) the land specified in columns (1) and (2) of Schedule [] (*land of which temporary possession may be taken*) for the purpose specified in relation to that land in column (3) of that Schedule relating to the part of the authorised development specified in column (4) of that Schedule; and
- (ii) any of the Order land in respect of which no notice of entry has been served under section 11 of the 1965 Act or no declaration has been made under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981;

(b) remove any buildings and vegetation from that land; and

(c) construct and use temporary works (including the provision of means of access) and buildings on that land.

(2) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker may not, without the agreement of the owners of the land, remain in possession of any land under this article—

- (a) in the case of land specified in paragraph (1)(a)(i), after the end of the period of one year beginning with the date of completion of the part of the authorised development specified in relation to that land in column (4) of Schedule []; or
- (b) in the case of land referred to in paragraph (1)(a)(ii), after the end of the period of 1 year beginning with the date of completion of the work for which temporary possession of that land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 in relation to that and or has otherwise acquired the land subject to temporary possession.

(4) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to replace a building removed under this article.

(5) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.

(6) Any dispute to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, must be determined under Part 1 of the 1961 Act.

(7) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (5).

(8) For the avoidance of doubt unless provided for in the book of reference and article 25 (*compulsory acquisition of land and rights*) the undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

Temporary use of land for maintaining authorised development

34.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised development, the undertaker may—

- (a) enter on and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised development;
- (b) enter on any land within the Order limits for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised development; and
- (c) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for those purposes.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article, the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may remain in possession of land under this article only for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised development for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the powers conferred by this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 10(2) of the 1965 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act.

(11) In this article, "maintenance period", in relation to any part of the authorised development, means the period of 5 years beginning with the date on which that part of the authorised development is first brought into use.

Apparatus and rights of statutory undertakers in stopped up streets

35.—(1) Where a street is stopped up under article 11 (*stopping up of streets*) any statutory utility whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to the provisions of this article, as if this Order had not been made.

(2) Where a street is stopped up under article 11 any statutory utility whose apparatus is under, in, on, over, along or across the street may, and if reasonably requested to do so by the undertaker must—

- (a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the statutory utility may reasonably determine and have power to place it; or
- (b) provide other apparatus in substitution for the existing apparatus and place it in such position as described in sub-paragraph (a).

(3) Subject to the following provisions of this article, the undertaker must pay to any statutory utility an amount equal to the cost reasonably incurred by the statutory utility in or in connection with—

- (a) the execution of the relocation works required in consequence of the stopping up of the street; and
- (b) the doing of any other work or thing rendered necessary by the execution of the relocation works.

(4) If in the course of the execution of relocation works under paragraph (2)—

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

and the placing of that new apparatus involves additional costs which would not have been incurred if the apparatus had been of the same type, capacity or laid at the same depth as the existing apparatus, then the amount payable to the statutory utility is to be reduced by a sum equivalent to those additional costs.

(5) For the purposes of paragraph (4)—

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

(6) An amount which, apart from this paragraph, would be payable to a statutory utility in respect of works by virtue of paragraph (3) (and having regard, where relevant, to paragraph (4)), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the statutory utility 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.

(7) Paragraphs (3) to (6) do not apply where the authorised development constitutes major highway works, major bridge works or major transport works for the purposes of Part 3 of the 1991 Act, but instead—

- (a) the allowable costs of the relocation works must be determined in accordance with section 85 (sharing of cost of necessary measures) of that Act and any regulations for the time being having effect under that section; and
- (b) the allowable costs must be borne by the undertaker and the statutory utility in such proportions as may be prescribed by any such regulations.

No double recovery

36. Compensation is not payable in respect of the same matter both under this Order and under any other enactment, any contract or any rule of law.

[Acquisition of Part?] [**CONSIDER**]

PART 6

MISCELLANEOUS AND GENERAL

Operation and use of railways

37.—(1) The undertaker may operate and use the railway comprised in the authorised development and any other elements of the authorised development as a system, or part of a system, of transport for the carriage of goods.

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

Operational land for the purposes of the 1990 Act

38. Development consent granted by this Order within that part of the Order limits upon which the highway works are to be carried out is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).

(a) 1993 c. 43. this Act has been amended by the Transport Act 2000 (c. 38), the Railways and Transport Safety Act 2003 (c. 20) and the Railways Act 2005 (c. 14). There are other amendments to this Act which are not relevant to this Order.

Charges

39. The undertaker may demand, take or recover or waive such charges for carrying goods on the railway comprised in the authorised development, and for any other services or facilities provided in connection with the operation of that railway, as it thinks fit.

Defence to proceedings in respect of statutory nuisance

40.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(a) (summary proceedings by persons aggrieved by statutory nuisance) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order may be made, and no fine may be imposed, under section 82(2)(a) of that Act if—

- (a) the defendant shows that the nuisance—
 - (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 (prior consent for work on construction site) of the Control of Pollution Act 1974(b); or
 - (ii) is a consequence of the construction or maintenance of the authorised development and that it cannot reasonably be avoided; or
- (b) the defendant shows that the nuisance is a consequence of the use of the authorised development and that it cannot be reasonably avoided.

(2) Section 61(9) of the Control of Pollution Act 1974, does not apply where the consent relates to the use of the premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development.

Felling or lopping of trees and removal of hedgerows

41.—(1) Subject to sub-paragraph (4) the undertaker may fell or lop any tree, shrub or hedgerow near any part of the authorised development, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree, shrub or hedgerow—

- (a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or
- (b) from constituting a danger to persons using the authorised development.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must not cause unnecessary damage to any tree, shrub or hedgerow and must pay compensation to any person who suffers loss for any loss or damage arising from such activity.

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 of the 1961 Act.

(4) The provisions of this article do not apply without the agreement of the relevant planning authority to any tree or hedgerow identified to be retained in the landscaping scheme approved under requirement [7].

(5) The provisions of this article do not apply without the agreement of the relevant highway authority to any tree or hedgerow within a highway.

(a) Subsection 82(2) was amended by section 5(1) and (2) of the Noise and Statutory Nuisance Act 1993 (c. 40); there are other amendments to this subsection but none are relevant to this Order.

(b) 1974 c. 40. Section 61(2) was amended by section 133(2) of, and Schedule 7 to, the Building Act 1984 (c. 55). Section 61(9) was amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990 (c. 43). There are other amendments to the 1974 Act which are not relevant to this Order.

Protective provisions

42. Schedule 15 to this Order has effect.

Governance of requirements and protective provisions relating to highway works

43.—(1) When in any requirement or in Parts 2 and 3 of Schedule 15 (*protective provisions*) approval or agreement is required of, or with, anybody in relation to the content, carrying out or use of the authorised works (including for the avoidance of doubt the approval of details or plans under the requirements) such approval or agreement must not be given if it would permit development which would give rise to materially new or materially worse environmental effects in comparison with those assessed in the environmental statement or any updated environmental information supplied under the 2009 EIA Regulations.

(2) When any details, plans or other matters have been agreed or approved by the local planning authority under a requirement or the relevant highway authority under a requirement or Parts 2 and 3 of Schedule 15 then they may subsequently be amended by agreement with the local planning authority or relevant highway authority as the case may be provided that no amendments to those details, plans or other matters may be approved where such amendments would permit development which would give rise to any materially new or materially worse environmental effects in comparison with those assessed in the environmental statement or any updated environmental information supplied under the 2009 EIA Regulations.

(3) Unless otherwise stated in a requirement the requirement is enforceable by the local planning authority.

Disapplication, application and modification of legislative provisions

44.—(1) Where an application is made to any party for any consent, agreement or approval required by a requirement, the following provisions apply, so far as they relate to a consent, agreement or approval of a local planning authority required by a condition imposed on a grant of planning permission, as if the requirement was a condition imposed on the grant of planning permission—

- (a) sections 78 (right of appeal in relation to planning decisions) and 79 (determination of appeals) of the 1990 Act(a); and
- (b) any orders, rules or regulations which make provision in relation to a consent, agreement or approval of a local planning authority required by a condition imposed on the grant of planning permission.

(2) For the purposes of paragraph (1), a provision relates to a consent, agreement or approval of a local planning authority required by a condition imposed on a grant of planning permission in so far as it makes provision in relation to an application for such a consent, agreement or approval, or the grant or refusal of such an application, or a failure to give notice of a decision on such an application, and any references to “local planning authority” for the purposes of this provision is replaced by “the local planning authority or other authority from whom a consent, agreement or approval is required”.

(3) The following provisions do not apply in relation to the construction of any work or the carrying out of any operation required for the purpose of, or in connection with, the construction of the authorised development—

(a) Section 78 was amended by section 17(2) of the Planning and Compensation Act 1991 (c. 34); section 43(2) of the Planning and Compulsory Act 2004 (c. 5); paragraphs 1 and 3 of Schedule 10, and paragraphs 1 and 2 of Schedule 11, to the Planning Act 2008 (c. 29); section 123(1) and (3) of, and paragraphs 1 and 11 of Schedule 12 to, the Localism Act 2011 (c. 20); and paragraphs 1 and 8 of Schedule 1 to the Growth and Infrastructure Act 2013 (c. 27). Section 79 was amended by section 18 of, and paragraph 19 of Schedule 7 to, the Planning and Compensation Act 1991 (c. 34); and paragraphs 1 and 4 of Schedule 10 to the Planning Act 2008 (c.29).

- (a) Regulation 12(1)(a) (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2010(a) in relation to the carrying on of a relevant flood risk activity for the purpose of the works;
- (b) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 (byelaw-making powers of the authority) to the Water Resources Act 1991;
- (c) section 23 (prohibition of obstructions, etc. in watercourses) of the Land Drainage Act 1991(b) in relation to watercourses for which [Northamptonshire County Council] is the drainage board concerned;
- (d) section 32 (variation of awards) of the Land Drainage Act 1991;
- (e) the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act 1991; and
- (f) section 28E (duties in relation to sites of scientific interest) of the Wildlife and Countryside Act 1981(c).

(4) In paragraph (3)(a) “relevant flood risk activity” means an activity within paragraph 3(1)(a), (b) or (c) of Schedule 23ZA (flood risk activities and excluded flood risk activities) to the Environmental Permitting (England and Wales) Regulations 2010.

(5) The Anglian Water Authority Act 1977(d) has effect subject to the provisions of this order and sections 18 (byelaws), 27 (flood prevention) and 28 (excavation of minerals) of that Act, and any byelaws made and having effect under section 18, do not apply in relation to anything done or omitted to be done in connection with construction of the authorised development.

(6) Any development, or any part of a development within the Order limits which is constructed or used under the authority of a planning permission pursuant to Part 3 of the 1990 Act (whether express or otherwise) following the coming into force of this Order shall be disregarded at all times for the purposes of ascertaining whether or not an offence has been committed under the provisions of sections 160 and 161 of the 2008 Act.

(7) Where a development consent obligation related to this Order is to be modified or discharged then the appropriate authority pursuant to section 106A(11) of the 1990 Act will be the relevant planning authority or local highway authority by whom it is enforceable and the reference to the “Secretary of State” in section 106(11)(aa) shall for the purpose of this provision be replaced by the “relevant planning authority and/or the local highway authority by which it is enforceable”.

(8) The requirements shall be deemed to be imposed as if they were conditions imposed upon the grant of planning permission pursuant to section 72 of the 1990 Act (conditional grant of planning permission) and the development consent granted by the Order was a planning permission granted under the 1990 Act and the provisions of section 73 (determination of applications to develop land without compliance with conditions previously attached) of the 1990 Act and section 78 of the 1990 Act (right of appeal in relation to planning decisions) shall apply accordingly.

(9) Non-material changes to the development consent granted by this Order may be authorised by the local planning authority and for such purposes section 96A of the 1990 Act (non-material changes to planning permission) shall apply to this Order as if it was a planning permission granted under the 1990 Act and the requirements were conditions attached to such a planning permission and development in accordance with such changes so authorised shall be deemed to be in accordance with this Order.

(10) Regulation 4 (*requirement for consent*) of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007(e) does not apply to any advertisement erected in the location and in accordance with the parameters shown on the parameters plans as S1 and S2.

(a) S.I. 2010/675 as amended by the Environmental Permitting (England and Wales) (Amendment) No.2) Regulations 2016.
 (b) 1991 c. 59.
 (c) 1981 c. 69.
 (d) 1977 c.i.
 (e) S.I. 2007/783 as amended by [TO BE CONFIRMED]

(11) The Order shall not constitute a planning permission for the purpose of Part 11 of the 2008 Act (community infrastructure levy) notwithstanding the definition of planning permission contained within article 5 of the 2010 Regulations (meaning of planning permission).

(12) Schedule [16] (*miscellaneous controls*) to this Order which makes provision applying/modifying and excluding statutory provisions which relate to matters for which provision may be made by this Order has effect.

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

Certification of plans and documents [to be completed when drafting settled to include all documents referred to]

45.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—

- (a) the access and rights of way plans (Document 2.3A-2.3F);
- (b) the book of reference (Document 4.3);
- (c) the design and access statement (6.10);
- (d) the environmental statement (Document 5.2);
- (e) the highway classifications plans (Document 2.5A-2.5D);
- (f) the highway plans (Document 2.4A-2.4D);
- (g) the illustrative rail terminal plan (Document 2.8);
- (h) the land plans (Document 2.1A-2.1G);
- (i) the parameters plan (Document 2.10);
- (j) the railway plans (Document 2.9A-2.9E);
- (k) the speed limit plans (Document 2.7A-2.7D);
- (l) the traffic regulation plan (Document 2.6); and
- (m) the works plans (Document 2.2A-2.2F),

for certification that they are true copies of the documents referred to in this Order.

(2) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

Service of notices

46.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (6) to (8), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978(a) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and

(b) in any other case, the last known address of that person at the time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having any interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by name or by the description of “owner”, or as the case may be “occupier”, of that land (describing it); and
- (b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within 7 days of receipt that the recipient requires a paper copy of all or part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of electronic communication given by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation is final and takes effect on a date specified by the person in the notice but that date may not be less than 7 days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

(10) In this article—

“electronic transmission” means a communication transmitted—

- (a) by means of electronic communications network; or
- (b) by other means but while in electronic form; and

“legible in all material respects” means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

Arbitration

47. Any difference under any provision of this Order, unless otherwise provided for, must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the Lands Chamber of the Upper Tribunal.

Signed by the authority of the Secretary of State for Transport

Date

[Name]
[Position]
[Department]

SCHEDULES

SCHEDULE 1

Article 3

AUTHORISED DEVELOPMENT

PART 1

NSIP: THE CONSTRUCTION OF A RAIL FREIGHT INTERCHANGE

In the County of Northamptonshire and the District of South Northamptonshire and in the Borough of Northampton—

Works No. 1

Within the area of land described on the works plans as Works No. 1—

(1) The construction of a new railway line from the rail freight terminal (Works No. 2) to connect with the existing Northampton Loop railway line the general arrangement of which is shown on the railway plans and including—

- (a) construction of a new railway track and associated rail infrastructure;
- (b) a tunnel under the screening bund (Works No. 5);
- (c) formation of new railway cuttings, embankments and all necessary earthworks and drainage;
- (d) new arrival and departure rail tracks adjacent to the existing railway; and
- (e) the alteration of the existing railway infrastructure including points and signals.

(2) [The demolition of buildings and structures.]

Works No. 2

Within the area of land described on the works plans as Works No. 2—

(1) The construction of a rail freight terminal, the general arrangement of which is shown indicatively on the illustrative rail terminal plan, to connect with the rail infrastructure described in Works No. 1 including—

- (a) earthworks to achieve a terminal plateau;
- (b) access and circulation roads;
- (c) the construction of an intermodal rail freight loading/unloading terminal including but not exclusively:
 - (i) rail sidings to load/unload freight;
 - (ii) raised platforms;
 - (iii) freight storage areas; and
 - (iv) gantry cranes and reach stackers;
- (d) rail tracks and associated rail infrastructure;
- (e) drainage and attenuation ponds;
- (f) security fencing;
- (g) cripple sidings, rail freight terminal refuelling and maintenance areas;
- (h) terminal entry and exit gates, loading lanes, internal roads, gatehouses and parking areas;
- (i) rail freight terminal administrative building including staff and visitor welfare facilities;
- (j) storage and workshop buildings;
- (k) fuelling facility;

(1) [].

(2) [The demolition of buildings and structures.]

Works No. 3

Within the area of land described on the works plans as Works No. 3—

(1) The construction of rail served warehousing (including ancillary offices and other buildings) within the areas annotated as Zones A1, A2 and A3 on the parameters plan including—

- (a) earthworks to provide development plateaus;
- (b) railway sidings and associated railway infrastructure;
- (c) construction of development plateaus;
- (d) warehouses and ancillary buildings such as gatehouses;
- (e) service yards and vehicle parking;
- (f) vehicle and pedestrian access routes;
- (g) solar energy provision;
- (h) vehicle maintenance units;
- (i) container storage;
- (j) ancillary buildings;
- (k) drainage and attenuation structures;
- (l) landscaping and bunding; and
- (m) signage.

(2) [The demolition of existing farmhouses and associated outbuildings.]

Works No. 4

Within the area of land described on the works plans as Works No. 4—

(1) The construction of on site infrastructure including—

- (a) private estate roads;
- (b) roundabouts and other junctions;
- (c) accesses to the main site from the A508 connecting to Works No. 6;
- (d) footways and cycleways;
- (e) vehicle lay-bys;
- (f) bus stops; and
- (g) [].

(2) [The demolition of buildings and structures.]

Works No. 5

Within the area of land described on the works plans as Works No. 5—

(1) The provision of structural landscaping including—

- (a) earthworks (including retaining structures) for the creation of screening bunds;
- (b) soft landscaping surrounding the development comprising Works Nos. [];
- (c) basins and ponds for surface water attenuation;
- (d) boundary treatments (including fencing);
- (e) ecological mitigation and habitat creation;
- (f) retention of existing woodland and agricultural land; and
- (g) [].

(2) [The demolition of buildings and structures.]

Works No. 6

Within the area of land described on the works plans as Works No. 6—

- (1) Works to the A508 including—
 - (a) works to create a roundabout providing access to the main site the general arrangement of which is shown on the highways plans;
 - (b) widening of the A508 to a dual carriageway between the roundabout access to the main site and junction 15 of the M1 motorway;
 - (c) the removal of existing carriageway and construction of a new carriageway; and
 - (d) removal of and alterations and extensions to drainage culverts.

PART 2

ASSOCIATED DEVELOPMENT

Associated development within the meaning of s115(2) (development for which consent may be granted) of the 2008 Act comprising—

In the County of Northamptonshire and the District of South Northamptonshire and the Borough of Northampton—

Works No. 7

Within the area of land described on the works plans as Works No. 7—

- (1) Works to junction 15 of the M1 motorway the general arrangement of which is shown on the highway plans comprising enlargement, widening and alterations to the gyratory that forms junction 15;
- (2) Works to the M1 motorway the general arrangement of which is shown on the highway plans including—
 - (a) realignment, improvement and widening of the M1 slip roads between the mainline M1 motorway and the gyratory that forms junction 15; and
 - (b) realignment and improvement of merges and diverges between the mainline M1 motorway and the M1 slip roads;
- (3) Works to the A45 trunk road the general arrangement of which is shown on the highway plans including—
 - (a) realignment, widening and improvements to the A45;
 - (b) improvement and signalisation of the junction between Watering Lane and the A45 Northbound;
 - (c) removal of the parking lay-by;
 - (d) removal of bus lay-bys;
 - (e) removal of and alterations and extensions to drainage culverts;
 - (f) removal of existing gantries; and
 - (g) erection of new gantries.
- (4) Improvement of the Collingtree footpath bridge over the M1 motorway including its approach to a cycle track, the general arrangement of which is shown on the highway plan.

Works No. 8

Within the area of land described on the works plans as Works No. 8—

- (1) Works to Saxon Avenue the general arrangement of which is shown on the highway plans comprising widening, improvement and alterations;

(2) Works to Watering Lane the general arrangement of which is shown on the highway plans including—

- (a) realignment and improvement connecting to Works No. 7 and
- (b) provision of a bus-stop.

Works No. 9

Within the area of land described on the works plans as Works No. 9 construction of new sewers and improvements and alterations to existing sewers.

Works No. 10

Within the area of land described on the works plans as Works No. 10 works to junction 15A of the M1 motorway the general arrangement of which is shown on the highway plans including—

- (a) realignment, improvement and widening of the A43 and A5123 approaches; and
- (b) improvement, widening and partial signalisation of the roundabouts north and south of the M1;

Works No. 11

Within the area of land described on the works plans as Works No. 11—

(1) The alteration of the junction between the A508 and Blisworth Road (Parish of Courteenhall) the general arrangement of which is shown on the highway plans including—

- (a) alterations to remove the ability for right turn manoeuvres;
- (b) realignment of the A508;
- (c) relocation of the bus stop lay-by; and
- (d) alterations to the access into the Courteenhall Estate.

Works No. 12

Within the area of land described on the works plans as Works No. 12—

(1) The construction of a new highway linking the A508 Northampton Road to the A508 Stratford Road, bypassing the village of Roade (to be known as the Roade Bypass), the general arrangement of which is shown on the highway plans including—

- (a) the provision of roundabout junctions between the Roade Bypass and the A508 Northampton Road, A508 Stratford Road and Blisworth Road (Parish of Roade);
- (b) drainage swales and attenuation features;
- (c) a bridge over the west coast mainline railway;
- (d) an underpass for bridleway RZ1/KZ10;
- (e) the alteration and diversion of existing public rights of way KZ2a, KZ19, and RZ3;
- (f) the construction of shared use footway and cycleway;
- (g) environmental mitigation bunds; and
- (h) ecological mitigation areas.

Works No. 13

Within the area of land shown on the works plans as Works No. 13—

(1) The improvement of the junction between the A508 and the C26 the general arrangement of which is shown on the highway plans including—

- (a) realignment of the A508; and
- (b) provision of ghost island right turns junctions between the A508 and C26 Rookery Lane and between the A508 and C26 Ashton Road.

Works No. 14

Within the area of land shown on the works plans as Works No. 14—

(1) The improvement of the junction between the A508 and the C85 the general arrangement of which is shown on the highway plans including—

- (a) widening and realignment of the A508; and
- (b) extension of the ghost island right turn lane at the junction between the A508 and C85 Pury Road.

Works No. 15

Within the area of land shown on the works plans as Works No. 15—

(1) The improvement of the junction between the C27 Stoke Road and Knock Lane the general arrangement of which is shown on the highway plans including—

- (a) widening of Knock Lane on the approach to the C27 Stoke Road; and
- (b) drainage improvements.

Works No. 16

Within the area of land described on the works plans as Works No. 16—

(1) The improvement of the A508 in Grafton Regis the general arrangement of which is shown on the highway plans including—

- (a) a refuge island on the A508;
- (b) removal of the parking lay-by and alterations to the bus stop lay-by; and
- (c) a ghost island right turn junction at Church Lane.

Further works

The following further works provided that such works do not give rise to any materially new or materially worse environmental effects than those assessed in the environmental statement—

(1) Within the area of land described on the works plans as Works Nos. 1 to 4 the provision of—

- (a) weighbridges;
- (b) internal estate roads, maintenance accesses and footways;
- (c) cycle parking facilities;
- (d) substations; and
- (e) such other works as may be necessary or expedient for the purpose of or in connection with the construction of the authorised development.

(2) Within the area of land described on the works plans as Works Nos. 1 to 5—

- (a) bunds, embankments, swales, landscaping and boundary treatments, earthworks and earthwork retaining structures;
- (b) the provision of footways, cycle tracks, permissive cycle tracks, bridleways and footpath linkages;
- (c) water supply works, foul drainage provision, foul pumping stations, surface water management systems, balancing ponds (surface and underground), attenuation and culverting;
- (d) connections to mains services and provision of utilities infrastructure including primary and secondary substations and pressure reducing stations;
- (e) diversion and provision of utilities services;
- (f) relocation of existing communications masts;
- (g) demolition of surface structures;
- (h) fencing and the boundary treatments;
- (i) temporary concrete batching plants;

- (j) temporary construction compounds and materials and aggregate store;
- (k) lighting;
- (l) signage;
- (m) CCTV including Automatic Number Plate Recognition (ANPR); and
- (n) shelters; and
- (o) such other works as may be necessary or expedient for the purpose of or in connection with the construction of the authorised development.

(3) Within the area of land described on the works plans as Works Nos. 6 to 8 and 10 to 16 the provision of—

- (a) site clearance and excavation;
- (b) removal of existing and creation of new private means of accesses in the locations shown on the access and rights of way plans;
- (c) fencing for boundary treatment and noise attenuation;
- (d) safety barriers;
- (e) surface water drainage works including swales, attenuation, outfalls, headwalls and culverting;
- (f) ducting;
- (g) bunds, embankments, cuttings, landscaping and boundary treatments, earthworks and earthwork retaining structures;
- (h) pavements, surface treatments, refuge islands, kerbs and channels;
- (i) the provision of footways, cycle tracks, bridleways and footpath linkages;
- (j) traffic signs, traffic signals and road markings;
- (k) street lighting and electrical equipment;
- (l) retaining walls;
- (m) diversion and provision of utilities services;
- (n) temporary earthworks material stockpiles; and
- (o) such other works as may be necessary or expedient for the purpose of or in connection with the construction of the authorised development.

SCHEDULE 2 REQUIREMENTS

Article 3

Time limit

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

Phases of development

2.—(1) No phase of the authorised development on the main site is to commence until a written scheme setting out all the phases of the authorised development, has been submitted to and approved in writing by the local planning authority. The written scheme must include phasing details of—

- (a) earthworks;
- (b) rail infrastructure;

- (c) roads within the main site;
- (d) surface water and foul drainage;
- (e) development plots;
- (f) landscaping and ecological mitigation; and
- (g) services,

and can be subject to amendment by agreement with the relevant planning authority.

(2) The authorised development must be carried out in accordance with the phasing as approved in writing by the relevant planning authority from time to time.

(3) The rail terminal as identified in [] must be constructed prior to the occupation of any of the rail served warehousing unless otherwise agreed in writing with the local planning authority.

Sustainable transport

3. The provisions of the framework travel plan or any variation of such plan agreed by [] must be complied with at all times following the commencement of the authorised development unless otherwise agreed in writing by the local planning authority.

Phasing of highway works

4. The undertaker must use reasonable endeavours to complete the highway works identified in column (1) of the table below by no later than the stage of development set out in column (3) of the table below or such alternative later triggers as are agreed by the relevant body identified in column (4).

Highway Works

<i>(1)</i> <i>Item as identified on</i> <i>the [] plans</i>	<i>(2)</i> <i>Description</i>	<i>(3)</i> <i>Stage of Development</i>	<i>(4)</i> <i>Relevant Body</i>
(i)	[]	To be completed prior to []	Highways England
(ii)	[]	To be completed prior to []	Highways England
(iii)	[]	To be completed prior to []	Northamptonshire County Council

Detailed design approval

5.—(1) The details of each phase of the authorised development on the main site must be in general accordance with the design and access statement. The design and access statement can be reviewed and updated by the undertaker in agreement with the relevant planning authority.

(2) The details of each phase must include details of the following where they are located within that phase—

- (a) rail infrastructure and rail terminal;
- (b) embankments and bunds;
- (c) hard landscaping, cycle tracks, footpaths and bridleways;
- (d) surface and foul drainage;
- (e) bicycle, motorcycle and vehicle parking;
- (f) built development design (including external materials and sustainable energy measures) and layout;
- (g) site levels and finished floor levels;

- (h) estate roads;
- (i) weighbridges;
- (j) gatehouses;
- (k) fencing walls and other means of enclosure (including acoustic fencing); and
- (l) substations.

6. No phase of the authorised development on the main site is to commence until the details of that phase required under requirement 5(2) have been submitted to and approved in writing by the relevant planning authority. The details can be subject to alteration by agreement in writing with the relevant planning authority. The authorised development must be carried out in accordance with the details as approved in writing by the relevant planning authority from time to time.

Provision of landscaping

7.—(1) No phase of the authorised development on the main site is to commence until a written landscaping scheme for that phase has been submitted to and approved in writing by the local planning authority. The landscaping scheme must be in accordance with the parameters plan and must include details of all proposed soft landscaping works, including—

- (a) location, number, species, size, layout, method of large trees support, plant protection measures and planting density of any proposed planting;
- (b) cultivation, importation of materials and other operations to ensure plant establishment;
- (c) details of existing trees to be retained, with measures for their protection during the construction period in accordance with British Standard 5837:2012 “Trees in relation to Design, Demolition and Construction Recommendations”, and to include a schedule of remedial tree works to be carried out in accordance with British Standard 3998:2010
- (d) “Tree Works Recommendations” prior to construction commencing;
- (e) details of ecological mitigation;
- (f) implementation timetables; and
- (g) a landscape management plan setting out for a period of 20 years the arrangements for future maintenance including methods of funding and future monitoring, review and the maintenance of new trees, shrubs, hedgerows, woodlands and grassed areas and retained trees, shrubs, hedgerows, woodlands and grassed areas.

Biodiversity Management Plan

8.—(1) The authorised development must be carried out in accordance with the biodiversity management plan. The management plan may be subject to alteration by agreement in writing by the relevant planning authority.

(2) The biodiversity management plan approved under (1) must include an implementation timetable and must be carried out as approved in writing by the relevant planning authority.

(3) Any ecological works carried out under the biodiversity management plan must be supervised by a suitably qualified person or body.

Construction Environmental Management Plan

9.—(1) No phase of the authorised development on the main site is to commence, including any preparatory earthworks or site levelling but excluding archaeological investigation soil movement geotechnical or ground contamination investigation and ecological mitigation works, until a phase specific Construction Environmental Management Plan (“P-CEMP”) for that phase of development, drafted in accordance with the principles set out in the construction environmental management plan, has been submitted to and approved in writing by the local planning authority.

(2) Each P-CEMP is to be reviewed and updated if necessary to address unacceptable impacts arising from construction works. Each P-CEMP must be submitted by the undertaker for approval

in writing by the relevant planning authority. All construction works must be carried out in accordance with the relevant P-CEMP as approved.

Earthworks

- 10.** No phase of the authorised development on the main site is to commence until details of—
- (a) the earthworks strategy relating to that phase of development including the management and protection of soils;
 - (b) an earthworks specification for each phase of the development;
 - (c) cutting slopes and embankment design that would accord with the approved earthworks specification;
 - (d) the extent of any material to be temporarily stored within the site; and
 - (e) any surplus material to be removed from the site for disposal or material to be imported to the site,

have been approved in advance and in writing by the relevant planning authority. The details can be subject to alteration by agreement in writing with the relevant planning authority. All earthworks must be carried out in accordance with the details as approved.

Archaeology

- 11.** TO BE DETERMINED.

Lighting details

12.—(1) Prior to the commencement of each phase of the authorised development on the main site which includes permanent lighting, details of the proposed permanent external lighting in that phase must be submitted to and approved in writing by the relevant planning authority. The lighting details must accord with the principles established in the lighting [strategy] set out in [] of the environmental statement.

(2) The approved lighting scheme must be implemented and maintained as approved in writing by the relevant planning authority during operation of the authorised development and no external lighting other than that approved under this requirement may be installed. The details can be subject to alteration by agreement in writing with the relevant planning authority.

(3) The details submitted under this requirement must include details of any lighting on any gantry cranes included in the phase concerned.

Building sustainability

13.—(1) No development of a warehouse may take place until a BREEAM Pre-Assessment Report based upon the BREEAM 2011 method (or equivalent) has been submitted to and approved in writing by the local planning authority demonstrating that the unit is expected to achieve at least a BREEAM 2011 “Very Good” rating (BREEAM Industrial 2008 “Excellent”).

(2) The development of each of the warehouses must be carried out in accordance with the details in the BREEAM Pre-Assessment Report (or equivalent) for that unit and a certificate must be provided within three months of completion or occupation (whichever is the sooner) of each warehouse confirming that the measures in respect of that warehouse committed to within the Pre-Assessment Report have been implemented.

Flood risk and surface water drainage

14. The authorised development must be carried out in accordance with the mitigation measures detailed within [sections [] and [] of the Flood Risk Assessment ([] of the environmental statement)] and [section [] of the [Water Framework Direction Assessment] submitted with the application as part of the environmental statement or be carried out in accordance with any variation

to these measures agreed in writing with the Environment Agency, the lead local flood authority or the approving body under Schedule 3 (sustainable drainage) to the Flood and Water Management Act 2010(a), whichever of these is the body having jurisdiction over the watercourse in question.

15.—(1) No phase of the authorised development on the main site may commence until a surface water drainage scheme for that phase based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development in accordance with [] of the environmental statement has been submitted to and approved in writing by the relevant planning authority or such other approval process that is put in place under the Flood and Water Management Act 2010. The scheme must be generally in accordance with the [Drawings Strategy] contained in chapter [] of the environmental statement.

(2) The surface water drainage scheme must be implemented in accordance with the details approved by the relevant planning authority or in accordance with any variations to the details agreed in writing by the relevant planning authority.

Foul water drainage

16. Prior to the commencement of the authorised development on the main site, excluding earthworks, archaeology works or ecological mitigation works, a foul water drainage strategy must be submitted to and approved in writing by the relevant planning authority. Except where it is constructed in accordance with the approved foul water drainage strategy, no phase of the authorised development is to commence until written details of the foul water drainage system for that phase have been submitted to and approved in writing by the relevant planning authority. Such details must be implemented as approved by the relevant planning authority.

Construction hours

17.—(1) Subject to sub-paragraph (2) construction and demolition works on the main site (which for the purposes of this requirement excludes archaeological investigations, landscaping works and any non-intrusive internal fit-out works but must include start up and shut down and deliveries) must not take place other than between [07:00 and 19:00] hours on weekdays and [07:00 and 13:00] hours on Saturdays, excluding public holidays, unless otherwise agreed in writing by the relevant planning authority. Outside the above periods the following working is permitted—

- (a) pre-planned construction works to highway or rail infrastructure requiring possessions where first notified to the local planning authority and local residents;
- (b) emergency works; and
- (c) works which do not cause noise that is audible at the boundary of the main site.

(2) Regardless of sub-paragraph (1) no piling operations are to take place after 18:00 hours unless otherwise agreed in writing by the relevant planning authority.

(3) Any emergency works carried out under sub-paragraph (1)(b) must be notified to the relevant planning authority within 72 hours of their commencement.

Construction noise

18. TO BE DETERMINED.

Noise during the operational phase

19. TO BE DETERMINED.

Contamination risk

20. TO BE DETERMINED.

Waste management during the operational phase

21. No part of the authorised development on the main site may be brought into use until a scheme for waste management during the operational phase has been submitted to and approved in writing by the relevant planning authority. The scheme may be amended by agreement with the relevant planning authority. The approved scheme must be implemented and maintained for the duration of the operation of the development.

SCHEDULE 3

Article 8

STREETS SUBJECT TO STREET WORKS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street subject to highway works</i>
District of South Northamptonshire	M1 motorway – length within the Order limits
	A43 – length within the Order limits
	A45 – length within the Order limits
	A508 – length within the Order limits
	C26 Ashton Road – length within the Order limits
	C26 Rookery Lane – length within the Order limits
	C27 Stoke Road – length within the Order limits
	C85 Pury Road – length within the Order limits
	Blisworth Road (Parish of Courteenhall) – length within the Order limits
	Blisworth Road (Parish of Roade) – length within the Order limits
	Knock Lane – length within the Order limits
	Saxon Avenue – length within the Order limits [Unnamed and unnumbered road to Quinton] – length within the Order limits
Borough of Northampton	M1 motorway – length within the Order limits
	A43 – length within the Order limits
	A45 – length within the Order limits
	A5123 – length within the Order limits
	C67 Watering Lane – length within the Order limits

SCHEDULE 4

Article 10

STREETS TO BE PERMANENTLY STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New street to be substituted</i>
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District of South Northamptonshire and Borough of Northampton	M1 motorway slip road	The existing highway within the area marked i on the access and rights of way plans (Document 2.3B) shown by red and white hatching.	Proposed highway M1 within the area marked ii on the access and rights of way plans (Document 2.3B) shown by blue hatching.
District of South Northamptonshire	Blisworth Road	The existing highway within the area marked iii on the access and rights of way plans (Document 2.3D) shown by red and white hatching.	(i) Proposed highway within the area marked iv on the access and rights of way plans (Document 2.3D) shown by orange hatching; (ii) Proposed highway A508 within the area marked v on the access and rights of way plans (Document 2.3D) shown by orange hatching; and (iii) Proposed highway within the area marked vi on the access and rights of way plans (Document 2.3D) shown by orange hatching.
	A508 highway	The existing highway within the area marked vii on the access and rights of way plans (Document 2.3D) shown by red and white hatching.	(i) Proposed highway within the area marked viii on the access and rights of way plans (Document 2.3D) shown by orange hatching; and (ii) Proposed highway A508 within the area marked ix on the access and rights of way plans (Document 2.3D) shown by orange hatching.
	A508 highway	The existing highway within the area marked x on the access and rights of way plans (Document 2.3E) shown by red and white hatching.	Proposed highway A508 within the area marked xi on the access and rights of way plans (Document 2.3E) shown by orange hatching.
	C26 Rookery Lane	The existing highway within the area marked xii on the access and rights of way plans (Document 2.3E) shown by red and white hatching.	Proposed highway A508 within the area marked xiii on the access and rights of way plans (Document 2.3E) shown by orange hatching.
	C26 Ashton Road	The existing highway within the area marked xiv on the access and rights of way plans (Document 2.3E) shown by red and white hatching.	Proposed highway A508 within the area marked xv on the access and rights of way plans (Document 2.3E) shown by orange hatching.

SCHEDULE 5

Article 12

PUBLIC RIGHTS OF WAY TO BE STOPPED UP

PART 1

PUBLIC RIGHTS OF WAY TO BE PERMANENTLY STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> Area	<i>(2)</i> Public right of way to be stopped up	<i>(3)</i> Extent of stopping up	<i>(4)</i> Substitute to be provided
Parish of Milton Malsor [KX]	Public footpath KX13 (part)	The existing footpath between the points marked 1-2-3 on the access and rights of way plans (Document 2.3A) shown with a dashed red line.	Proposed public footpath KX13 (part) between the points marked 1-6-7-3 on the access and rights of way plans (Document 2.3A) shown indicatively with a dashed brown line on a detailed alignment to be agreed with the local highway authority.
	Public footpath KX13 (part)	The existing footpath between the points marked 3-4 on the access and rights of way plans (Document 2.3A) shown with a dashed red line.	Proposed cycle track between the points marked 3-4 on the access and rights of way plans (Document 2.3A) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority.
Parish of Collingtree [KG]	Public footpath KG5	The existing footpath between the points marked 4-5 on the access and rights of way plans (Document 2.3A) shown with a dashed red line.	Proposed cycle track between the points marked 4-5 on the access and rights of way plans (Document 2.3A) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority.
Parish of Milton Malsor [KX]	Public footpath KX17	The existing footpath between the points marked 2-7 on the access and rights of way plans (Document 2.3A) shown with a dashed red line.	<ul style="list-style-type: none"> (i) Proposed cycle track between the points marked 2-8 on the access and rights of way plans (Documents 2.3A and 2.3B) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority; (ii) Proposed cycle track between the points marked 9-10 on the

<i>(1) Area</i>	<i>(2) Public right of way to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) Substitute to be provided</i>
			<p>access and rights of way plans (Document 2.3A) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority; and</p> <p>(iii) Proposed public footpath KX17 between the points marked 10-11-1 on the access and rights of way plans (Documents 2.3A and 2.3C) shown indicatively with a dashed brown line on a detailed alignment to be agreed with the local highway authority.</p>
Parish of Roade [KZ]	Public footpath KZ2a (part)	The existing footpath between the points marked 14-15 on the access and rights of way plans (Document 2.3C) shown with a dashed red line.	<p>(i) Proposed public footpath KZ2a (part) between the points marked 14-16 on the access and rights of way plans (Document 2.3C) shown indicatively with a dashed brown line on a detailed alignment to be agreed with the local highway authority; and</p> <p>(ii) Proposed public footpath KZ2a (part) between the points marked 17-15 on the access and rights of way plans (Document 2.3C) shown indicatively with a dashed brown line on a detailed alignment to be agreed with the local highway authority.</p>
	Public bridleway KZ10 (part)	The existing bridleway between the points marked 18-19 on the access and rights of way plans (Document 2.3D) shown with a dashed red line.	Proposed public bridleway KZ10 (part) between the points marked 18-21 on the access and rights of way plans (Document 2.3D) shown indicatively with an unbroken yellow line on a detailed alignment to be

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Public right of way to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>Substitute to be provided</i>
			agreed with the local highway authority.
Parish of Stoke Bruerne [RZ]	Public bridleway RZ1 (part)	The existing bridleway between the points marked 19-20 on the access and rights of way plans (Document 2.3D) shown with a dashed red line.	Proposed public bridleway RZ1 (part) between the points marked 21-20 on the access and rights of way plans (Document 2.3D) shown indicatively with an unbroken yellow line on a detailed alignment to be agreed with the local highway authority.

PART 2

PUBLIC RIGHTS OF WAY TO BE PERMANENTLY STOPPED UP FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Public right of way to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>
Parish of Roade [KZ]	Public footpath KZ19 (part)	The existing footpath between the points marked 12-13 on the access and rights of way plans (Document 2.3C) shown with a dashed red line.
Parish of Stoke Bruerne [RZ]	Public footpath RZ3 (part)	The existing footpath between the points marked 23-24 on the access and rights of way plans (Document 2.3D) shown with a dashed red line.
	Public bridleway RZ6 (part)	The existing bridleway between the points marked 25-26 on the access and rights of way plans (Document 2.3D) shown with a dashed red line.

PART 3

NEW PUBLIC RIGHTS OF WAY TO BE CREATED

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Public right of way to be created</i>	<i>(3)</i> <i>Extent of new public right of way to be created</i>
Parish of Roade	Cycle track	Proposed cycle track between the points marked 18-22 on the access and rights of way plans

		(Document 2.3D) shown indicatively with a dashed pink line on a detailed alignment to be agreed with the local highway authority.
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SCHEDULE 6

Article 13

PRIVATE MEANS OF ACCESS

PART 1

PRIVATE MEANS OF ACCESS TO BE REPLACED

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Extent</i>	<i>(3)</i> <i>Replacement</i>
District of South Northamptonshire	The private means of access shaded purple and marked F on the access and rights of way plans (Document 2.3B).	The private means of access hatched turquoise and marked G on the access and rights of way plans (Document 2.3B).
	The private means of access shaded purple and marked J on the access and rights of way plans (Document 2.3B).	The private means of access hatched turquoise and marked M on the access and rights of way plans (Document B).
	The private means of access shaded purple and marked K on the access and rights of way plans (Document 2.3B).	The private means of access hatched turquoise and marked L on the access and rights of way plans (Document 2.3B).
	The private means of access shaded purple and marked N on the access and rights of way plans (Document 2.3B).	The private means of access hatched turquoise and marked P on the access and rights of way plans (Document 2.3B).
	The private means of access shaded purple and marked Q on the access and rights of way plans (Document 2.3B).	The private means of access hatched turquoise and marked R on the access and rights of way plans (Document 2.3B).
	The private means of access shaded purple and marked S on the access and rights of way plans (Document 2.3C).	The private means of access hatched turquoise and marked T on the access and rights of way plans (Document 2.3C).
	The private means of access shaded purple and marked U on the access and rights of way plans (Document 2.3C).	The private means of access hatched turquoise and marked V on the access and rights of way plans (Document 2.3C).
	The private means of access shaded purple and marked W on the access and rights of way plans (Document 2.3D).	The private means of access hatched turquoise and marked X on the access and rights of way plans (Document 2.3D).
	The private means of access shaded purple and marked Y	The private means of access hatched turquoise and marked

	on the access and rights of way plans (Document 2.3D).	Z on the access and rights of way plans (Document 2.3D).
	The private means of access shaded purple and marked AA on the access and rights of way plans (Document 2.3D).	(i) The private means of access hatched turquoise and marked AB on the access and rights of way plans (Document 2.3D); and (ii) The private means of access hatched turquoise and marked AC on the access and rights of way plans (Document 2.3D).
	The private means of access shaded purple and marked AD on the access and rights of way plans (Document 2.3D).	The private means of access hatched turquoise and marked AF-AD on the access and rights of way plans (Document 2.3D).
	The private means of access shaded purple and marked AE on the access and rights of way plans (Document 2.3D).	The private means of access hatched turquoise and marked AF-AE on the access and rights of way plans (Document 2.3D).
	The private means of access shaded purple and marked AJ on the access and rights of way plans (Document 2.3D).	The private means of access hatched turquoise and marked AK on the access and rights of way plans (Document 2.3D).
	The private means of access shaded purple and marked AL on the access and rights of way plans (Document 2.3D).	The private means of access hatched turquoise and marked AM on the access and rights of way plans (Document 2.3D).
	The private means of access shaded purple and marked AN on the access and rights of way plans (Document 2.3D).	The private means of access hatched turquoise and marked AP on the access and rights of way plans (Document 2.3D).
	The private means of access shaded purple and marked AS on the access and rights of way plans (Document 2.3E).	The private means of access hatched turquoise and marked AT on the access and rights of way plans (Document 2.3E).
	The private means of access shaded purple and marked AU on the access and rights of way plans (Document 2.3E).	The private means of access hatched turquoise and marked AV on the access and rights of way plans (Document 2.3E).
Borough of Northampton		

PART 2

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

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Private Means of Access</i>
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District of South Northamptonshire and Borough of Northampton	The private means of access shaded purple and marked B on the access and rights of way plans (Document 2.3A).
District of South Northamptonshire	The private means of access shaded purple and marked A on the access and rights of way plans (Document 2.3A).
	The private means of access shaded purple and marked E on the access and rights of way plans (Document 2.3B).
	The private means of access shaded purple and marked H on the access and rights of way plans (Document 2.3B).
	The private means of access shaded purple and marked AQ on the access and rights of way plans (Document 2.3D).
Borough of Northampton	The private means of access shaded purple and marked D on the access and rights of way plans (Document 2.3B).

PART 3

NEW PRIVATE MEANS OF ACCESS CREATED

(1) <i>Area</i>	(2) <i>Private Means of Access</i>
District of South Northamptonshire	The private means of access hatched turquoise and marked AG on the access and rights of way plans (Document 2.3D).
	The private means of access hatched turquoise and marked AH on the access and rights of way plans (Document 2.3D).
	The private means of access hatched turquoise and marked AR on the access and rights of way plans (Document 2.3D).
District of South Northamptonshire and Borough of Northampton	The private means of access hatched turquoise and marked C on the access and rights of way plans (Document 2.3A).

SCHEDULE 7

Article 15

CLASSIFICATION OF ROADS

PART 1

NEW ROADS

(1) <i>Area</i>	(2) <i>Extent of Street</i>	(3) <i>Classification</i>	(4)	(5)
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			<i>Classes of Traffic</i>	<i>Relevant Highway Authority</i>
District of South Northamptonshire and Borough of Northampton	The length of road shown coloured light blue and between the points 3 and 4 on the highway classification plans (Document 2.5A).	Special Road	Class I and II	Highways England
In the District of South Northamptonshire	The length of road shown coloured dark green and following a circular route around points 11, 12 and returning to 11 on the highway classification plans (Document 2.5B).	Principal	All purpose	Northamptonshire County Council
	The length of road shown coloured dark green and between the points 12 and 13 on the highway classification plans (Documents 2.5B and 2.5C).	Principal	All purpose	Northamptonshire County Council
	The length of road shown coloured dark green and following a circular route around points 13, 14, 15, 16 and returning to 13 on the highway classification plans (Document 2.5C).	Principal	All purpose	Northamptonshire County Council
	The length of road shown coloured brown and between the points 14 and 19 on the highway classification plans (Document 2.5C).	Unclassified	All purpose	Northamptonshire County Council
	The length of road shown coloured brown and between the points 16 and 18 on the highway classification plans (Document 2.5C).	Unclassified	All purpose	Northamptonshire County Council
	The length of road shown coloured dark green and between the points 15 and 20 on the highway classification plans (Document 2.5C).	Principal	All purpose	Northamptonshire County Council
	The length of road shown coloured dark green and following a circular route around points 20, 21, 22 and returning to 20 on the highway classification plans (Document 2.5C).	Principal	All purpose	Northamptonshire County Council
	The length of road shown coloured pink and between the points 21 and 23 on the highway classification plans (Document 2.5C).	Classified	All purpose	Northamptonshire County Council
	The length of road shown coloured dark green and	Principal	All purpose	Northamptonshire County Council

	between the points 22 and 24 on the highway classification plans (Document 2.5C).			
	The length of road shown coloured dark green and between the points 25, 26, 27 and 28 on the highway classification plans (Document 2.5D).	Principal	All purpose	Northamptonshire County Council
	The length of road shown coloured pink and between the points 26 and 29 on the highway classification plans (Document 2.5D).	Classified	All purpose	Northamptonshire County Council
	The length of road shown coloured pink and between the points 27 and 30 on the highway classification plans (Document 2.5D).	Classified	All purpose	Northamptonshire County Council

PART 2
EXISTING ROADS

(1) <i>Area</i>	(2) <i>Extent of Street</i>	(3) <i>(i) Current Classification</i> <i>(ii) Highway Authority</i>	(4) <i>Event determining change of classification</i>	(5) <i>Proposed Classification</i>	(6) <i>Classes of Traffic</i>	(7) <i>Highway Authority</i>
In the District of South Northamptonshire	The length of road shown coloured dark blue and between the points 1 and 2 on the highway classification plans (Document 2.5A).	(i) All Purpose Trunk Road (ii) Highways England	[Opening to traffic of the length of road stated in column (2).]	Special Road	Class I and Class II	Highways England
	The length of road shown coloured orange and between the points 5 and 6 on the highway classification plans (Document 2.5A).	(i) Unclassified Road (ii) Northamptonshire County Council	Commencement of Works No. 7 shown on the works plans (Document 2.2B).	Trunk Road	All purpose	Highways England
	The length of road shown coloured dark blue and between the	(i) All Purpose Trunk Road (ii) Highways England	[Opening to traffic of the length of road stated in column (2).]	Special Road	Class I and Class II	Highways England

	points 7 and 8 on the highway classification plans (Document 2.5A).					
	The length of road shown coloured orange and between the points 9 and 10 on the highway classification plans (Document 2.5A).	(i) Principal Road (ii) Northamptonshire County Council	Commencement of Works No. 7 shown on the works plans (Document 2.2B).	Trunk Road	All purpose	Highways England

**SCHEDULE 8
SPEED LIMITS**

Article 16

**PART 1
EXISTING ORDERS**

<i>(1) Statutory Instrument / Order Title</i>	<i>(2) S.I. Number</i>	<i>(3) Changes</i>	<i>(4) Event</i>
Northamptonshire County Council (A508 Northampton to Old Stratford Road, Northampton) (40 mph Speed Limit) Order 2000		To be revoked in its entirety.	Opening to traffic of the highway works within Works No. 7 as shown on the Works Plans (Document 2.2B)
The A45 Trunk Road (Thrapston to Northampton, Northamptonshire) (Derestriction) Order 2011	2011 No. 592	(i) In the Schedule omit paragraph 16 and substitute – “16. the southbound carriageway of the A45 from a point 133 metres southwest of its junction with the exit slip road leading to its roundabout junction with the A508 and B526, known as Queen Eleanor Roundabout, Northampton, to a point 390 metres north of the junction between the A45 and Watering Lane;”; (ii) In the Schedule omit paragraph 17 and substitute – “17. the northbound carriageway of the A45 from a point 390 metres north its junction with Watering Lane, to a point 138 metres south of its junction with the entry slip road leading from Queen Eleanor Roundabout;” and	Opening to traffic of the highway works within Works No. 7 as shown on the Works Plans (Document 2.2B)

		(iii) In the Schedule omit paragraph 22 in its entirety.	
The Northamptonshire County Council (Various Roads, South Northamptonshire District and Northampton Borough) (30mph, 40mph and 50mph speed limit) Order 2013		In Schedule 3 omit “Northampton Road, <u>Road</u> / <u>Courteenhall</u> – from a point 50 metres north of its junction with London Road to a point 30 metres north of its junction with Blisworth Road” and substitute – “Northampton Road, <u>Road</u> / <u>Courteenhall</u> – from its roundabout junction with the Roade Bypass to a point [30] metres north of its junction with [Blisworth Road]”.	Opening to traffic of the Roade Bypass constructed as part of Works No. 12 as shown on the Works Plans (Documents 2.2D and 2.2E)
		In Schedule 3 omit “Stratford Road, Roade / Northampton Road, <u>Stoke Bruerne</u> – a point 512 metres south of its junction with High Street, Roade for a distance of 2.5kilometres in a southerly direction.” and substitute – “Northampton Road, <u>Stoke Bruerne</u> – a point 250 metres south of the roundabout junction between the A508 Roade Bypass and Northampton Road for a distance of 1.75kilometres in a southerly direction.”	Opening to traffic of the Roade Bypass constructed as part of Works No. 12 as shown on the Works Plans (Documents 2.2D and 2.2E)

PART 2

ROADS SUBJECT TO 20MPH SPEED LIMIT

(1) <i>Location</i>	(2) <i>Description</i>	(3) <i>Event</i>
C67 Watering Lane and C67 Ash Lane	From a point 20 metres north of the junction between Watering Lane and High Street, to a point 82 metres south of the junction between Ash Lane and High Street; shown coloured purple between points AL and AM as shown on the speed limit plans (Document 2.7A).	

PART 3

ROADS SUBJECT TO 40MPH SPEED LIMIT

(1) <i>Location</i>	(2) <i>Description</i>	(3) <i>Event</i>
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Stratford Road and Northampton Road (Parish of Stoke Bruerne)	From a point 512 metres south of the junction between Stratford Road and High Street to the roundabout junction between the A508 Road Bypass and Northampton Road; shown coloured pink between points AG and AJ as shown on the speed limit plans (Document 2.7C).	
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PART 4

ROADS SUBJECT TO 50MPH SPEED LIMIT

<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Description</i>	<i>(3)</i> <i>Event</i>
A45 Northbound	From a point 80 metres north of the M1 overbridge to a point 390 metres north of the junction between the A45 and Watering Lane; shown coloured green between points A and B as shown on the speed limit plans (Document 2.7A).	
A45 Southbound	From a point 390 metres north of the junction between the A45 and Watering Lane to a point 115 metres north of the M1 overbridge; shown coloured green between points C, D and E as shown on the speed limit plans (Document 2.7A)	
A45 Southbound [merge from]	From a point 165 metres north of the merge with the A45 southbound to the merge itself; shown coloured green between points F and D as shown on the speed limit plans (Document 2.7A).	
A45 signalised roundabout at M1 Junction 15	The circulatory carriageway at the signalised roundabout between the A45, A508 and M1 slip roads at M1 Junction 15; shown coloured green between points E, G, H, J, K, L, A and returning to E as shown on the speed limit plans (Document 2.7A).	
Link road within A45 signalised roundabout at M1 Junction 15	The link road within the circulatory carriageway at the junction between the A45, A508 and M1 slip roads at M1 Junction 15; shown coloured green between points H and L as shown on the speed limit plans (Document 2.7A).	
Saxon Avenue	From the junction between Saxon Avenue and the circulatory carriageway at the signalised roundabout between the A45, A508 and M1 slip roads at M1 Junction 15 to a point 30 metres west of that junction; shown coloured green between points G and M as shown on the speed limit plans (Document 2.7A).	
A508 Northbound	From the roundabout junction between the A508 and the rail terminal access road to the junction with the circulatory carriageway at the signalised roundabout between the A45, A508 and M1 slip roads at M1 Junction 15; shown coloured orange	

	between points N and P as shown on the speed limit plans (Document 2.7A).	
A508 Southbound	From the junction with the circulatory carriageway at the signalised roundabout between the A45, A508 and M1 slip roads at M1 Junction 15 to the roundabout junction between the A508 and the rail terminal access road; shown coloured orange between points Q and R as shown on the speed limit plans (Document 2.7A).	
A508 Northampton Road and rail terminal access road roundabout	The circulatory carriageway of the roundabout junction between the rail terminal access road and Northampton Road; shown coloured orange between points N, R, S and returning to N as shown on the speed limit plans (Document 2.7A).	
A508 Northampton Road	From the roundabout junction between the A508 and the rail terminal access road to a point [30] metres north of the junction between the A508 and [Blisworth Road]; shown coloured orange between points S and T as shown on the speed limit plans (Documents 2.7A and 2.7B).	
A508 Roade Bypass and Northampton Road roundabout	The circulatory carriageway of the roundabout junction between the A205 Roade Bypass and Northampton Road; shown coloured orange between points U, V and returning to U as shown on the speed limit plans (Document 2.7B).	
A508 Roade Bypass and Northampton Road roundabout	The circulatory carriageway of the roundabout junction between the A508 Roade Bypass and Northampton Road; shown coloured orange between points AF, AG, AH and returning to AF as shown on the speed limit plans (Document 2.7C).	
A508 Northampton Road	From a point 250 metres south of the roundabout junction between the A508 Roade Bypass and Northampton Road to that junction; shown coloured light blue between points AH and AK as shown on the speed limit plans (Document 2.7C).	

PART 5 DERESTRICTED ROADS

<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Description</i>	<i>(3)</i> <i>Event</i>
A508 Roade Bypass	From the roundabout junction between the A508 Roade Bypass and Northampton Road to a point 140 metres west of that junction; shown coloured light blue between points V and W as shown on the speed limit plans (Document 2.7B).	

A508 Roade Bypass	From a point 140 metres north of the roundabout junction between the A508 Roade Bypass and Blisworth Road to that junction; shown coloured light blue between points X and Y as shown on the speed limit plans (Document 2.7C).	
A508 Roade Bypass and Blisworth Road roundabout	The circulatory carriageway of the roundabout junction between the Roade Bypass and Blisworth Road; shown coloured light blue between points Y, Z, AA, AB and returning to Y as shown on the speed limit plans (Document 2.7C).	
A508 Roade Bypass	From a point 140 metres south of the roundabout junction between the A508 Roade Bypass and Blisworth Road to that junction; shown coloured light blue between points AA and AD as shown on the speed limit plans (Document 2.7C).	
Blisworth Road	From a point 140 metres west of the roundabout junction between the Roade Bypass and Blisworth Road to that junction; shown coloured light blue between points AB and AC as shown on the speed limit plans (Document 2.7C).	
A508 Roade Bypass	From a point 140 metres north of the roundabout junction between the A508 Roade Bypass and Northampton Road to that junction; shown coloured light blue between points AE and AF as shown on the speed limit plans (Document 2.7C).	

PART 6
TEMPORARY SPEED LIMITS

<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Temporary limit to be imposed</i>	<i>(3)</i> <i>Description</i>	<i>(4)</i> <i>Duration</i>
A45 Northbound and Southbound	50mph		
A508	40mph	From a point 30 metres north of the junction between the A508 and [Blisworth Road] to the circulatory carriageway at M1 Junction 15.	
A508	30mph	From a point 68 metres south of the junction between the A508 and Field View to a point [500] metres south of the junction between the A508 and the C26 Ashton Road.	
A508	30mph	From a point [400] metres north of the junction between the A508 and the C85 Pury Road to a point [250] metres south of that junction.	
M1			

SCHEDULE 9

Article []

TRAFFIC REGULATION

PART 1

AMENDMENTS TO EXISTING ORDERS

(1) <i>Statutory Instrument/ Order Title</i>	(2) <i>Statutory Instrument Number if applicable</i>	(3) <i>Changes</i>	(4) <i>Event</i>

PART 2

TEMPORARY TRAFFIC REGULATION

(1) <i>Statutory Instrument/ Order Title</i>	(2) <i>Statutory Instrument Number if applicable</i>	(3) <i>Changes</i>	(4) <i>Event</i>

PART 3

PERMANENT TRAFFIC REGULATION

(1) <i>Statutory Instrument/ Order Title</i>	(2) <i>Statutory Instrument Number if applicable</i>	(3) <i>Changes</i>	(4) <i>Event</i>

CLEARWAYS AND NO WAITING

PART 1

CLEARWAYS

(1) <i>Location</i>	(2) <i>Description</i>	(3) <i>Event</i>

PART 2

NO WAITING AT ANY TIME

(1) <i>Location</i>	(2) <i>Length</i>	(3) <i>Event</i>

SCHEDULE 11

MOTOR VEHICLE RESTRICTIONS

PART 1

ENVIRONMENTAL WEIGHT LIMIT

(1) <i>Location</i>	(2) <i>Road or Roads</i>	(3) <i>Terminal points</i>	(4) <i>Event</i>
Parish of Courteenhall and Parish of Quinton	[Unnamed road] and Courteenhall Road; shown coloured blue on the traffic regulation plan (Document 2.6).	(i) The junction between the A508 Northampton Road and [Unnamed Road] as shown at point 1 on the traffic regulation plan (Document 2.6); and (ii) the junction between Courteenhall Road and Hartwell Road as shown at point 2 on the traffic regulation plan (Document 2.6)	[Commencement of works on main site]

Parish of Courteenhall and Parish of Blisworth	Blisworth Road, Courteenhall Road, Buttmead and Connegar Leys; shown coloured blue on the traffic regulation plan (Document 2.6).	(i) The junction between the A508 Northampton Road and Blisworth Road as shown at point 5 on the traffic regulation plan (Document 2.6); (ii) the junction between Courteenhall Road, Northampton Road and High Street as shown at point 6 on the traffic regulation plan (Document 2.6); and (iii) the junction between Buttmead and Stoke Road as shown at point 7 on the traffic regulation plan (Document 2.6)	[Commencement of works on main site]
Parish of Roade and Parish of Blisworth	Blisworth Road and Knock Lane; shown coloured blue on the traffic regulation plan (Document 2.6).	(i) The junction between the A508 Roade Bypass and Blisworth Road as shown at point 8 on the traffic regulation plan (Document 2.6); and (ii) the junction between Knock Lane and Stoke Road as shown at point 9 on the traffic regulation plan (Document 2.6)	Opening to traffic of the Roade Bypass constructed as part of Works No. 12 as shown on the Works Plans (Documents 2.2D and 2.2E)
Parish of Roade, Parish of Stoke Bruerne and Parish of Ashton	Northampton Road (Parish of Roade), Hartwell Road, Ashton Road, Roade Hill, Blisworth Road, Hyde Road, London Road, High Street and Stratford Road and Northampton Road (Parish of Stoke Bruerne); shown coloured blue on the traffic regulation plan (Document 2.6).	(i) The junction between the A508 Roade Bypass and Northampton Road as shown at point 10 on the traffic regulation plan (Document 2.6); (ii) the junction between Hartwell Road and Ashton Road as shown at point 11 on the traffic regulation plan (Document 2.6); (iii) the junction between Roade Hill, Stoke Road and Hartwell Road as shown at point 12 on the traffic regulation plan (Document 2.6); (iv) the junction between the A508 Roade Bypass and Northampton Road as shown at point 13 on the traffic regulation plan (Document 2.6); and (v) the junction between the A508 Roade Bypass and Blisworth Road as shown at point 14 on the traffic regulation plan (Document 2.6)	Opening to traffic of the Roade Bypass constructed as part of Works No. 12 as shown on the Works Plans (Documents 2.2D and 2.2E)

PART 2
PROHIBITED MOVEMENTS

<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Prohibited Movement</i>
At the junction between the A508 Northampton Road and Blisworth Road in the Parish of Courteenhall	Right turn from the A508 Northampton Road onto Blisworth Road; shown at point 3 on the traffic regulation plan (Document 2.6)
	Right turn from Blisworth Road onto the A508 Northampton Road; shown at point 4 on the traffic regulation plan (Document 2.6)

[SCHEDULE 12]

Article []

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on land plan</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>
District of South Northamptonshire			Works No. []
			Works No. []
			Works No. []
			Works No. []
Borough of Northampton			

[SCHEDULE 13]

Article []

LAND TO WHICH POWERS TO EXTINGUISH RIGHTS DO NOT APPLY

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Plot of land shown on Land Plan</i>	<i>(3)</i> <i>Relevant part of Authorised Development</i>
District of South Northamptonshire		Works No. []
		Works No. []
		Works No. []
		Works No. []

		Works No. []
Borough of Northampton		

SCHEDULE 14 Article [TO BE REVIEWED]

**MODIFICATIONS OF COMPENSATION AND COMPULSORY
PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS
AND RESTRICTIVE COVENANTS**

Compensation enactments

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

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

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

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

(3) In section 58(1)(b) (determination of material detriment where part of house etc. proposed for compulsory acquisition), as it applies to determinations under section 8 of the 1965 Act as substituted by paragraph 5, substitute—

“(1) In determining under section 8(1) or 34(2) of the Compulsory Purchase Act 1965, or section 166(2) of the Town and Country Planning Act 1990 whether—

- (a) a right over or restrictive covenant affecting land consisting of a house, building or manufactory can be taken without material detriment or damage to the house, building or manufactory; or
- (b) a right over or restrictive covenant affecting land consisting of a park or garden belonging to a house can be taken without seriously affecting the amenity or convenience of the house,

the Upper Tribunal must take into account not only the effect of the acquisition of the right or the imposition of the restrictive covenant but also the use to be made of the right proposed to be acquired or the restrictive covenant to be imposed, and, in a case where the right is proposed to be acquired for works or other purposes extending to other land, the effect of the whole of the works and the use to be made of the other land.”.

Application of the 1965 Act

3.—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right or the restrictive

(a) 1973 c. 26.
(b) Section 58(1) was amended by section 16(3) of, and Schedule 5 to, the Compulsory Purchase (Vesting Declarations) Act 1981 (c. 66), section 4 of, and paragraph 29(1) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2009/1307.

covenant to be imposed as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are 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 to be imposed; or
- (b) the land over which the right is or is to be exercisable or the restrictive covenant is or is to be enforceable.

(2) Without limitation on the scope of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right with the modifications specified in the following provisions of this Schedule.

4. For section 7 of the 1965 Act (measure of compensation) 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 is depreciated by the acquisition of the right but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”

5.—(1) For section 8 of the 1965 Act (provisions as to divided land) substitute—

“8.—(1) Where in consequence of the service on a person under section 5 of this Act of a notice to treat in respect of a right over land consisting of a house, building or manufactory or of a park or garden belonging to a house (“the relevant land”)—

- (a) a question of disputed compensation in respect of the purchase of the right would apart from this section fall to be determined by the Upper Tribunal (“the tribunal”); and
- (b) before the tribunal has determined that question the tribunal is satisfied that the person has an interest in the whole of the relevant land and is able and willing to sell that land and—
 - (i) where that land consists of a house, building or manufactory, that the right cannot be purchased without material detriment to that land; or
 - (ii) where that land consists of such a park or garden, that the right cannot be purchased without seriously affecting the amenity or convenience of the house to which that land belongs, the Northampton Gateway Rail Freight Interchange Order 201X, in relation to that person, ceases to authorise the purchase of the right and be deemed to authorise the purchase of that person’s interest in the whole of the relevant land including, where the land consists of such a park or garden, the house to which it belongs, and the notice is deemed to have been served in respect of that interest on such date as the tribunal directs.

(2) Any question as to the extent of the land in which the Order is deemed to authorise the purchase of an interest by virtue of subsection (1) of this section is determined by the tribunal.

(3) Where in consequence of a determination of the tribunal that it is satisfied as mentioned in subsection (1) of this section the Order is deemed by virtue of that subsection to authorise the purchase of an interest in land, the acquiring authority may, at any time within the period of 6 weeks beginning with the date of the determination, withdraw the notice to treat in consequence of which the determination was made; but nothing in this subsection prejudices any other power of the authority to withdraw the notice.”

6. 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 is vested absolutely in the acquiring authority.

7. Section 11 (powers of entry) of the 1965 Act(a) is modified so as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right (which is deemed for this purpose to have been created on the date of service of the notice); and sections 12(b) (penalty for unauthorised entry) and 13(c) (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

8. Section 20 of the 1965 Act(d) (protection for interests of tenants at will, etc.) 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 in question.

9. Section 22 of the 1965 Act (interests omitted from purchase) is 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.

SCHEDULE 15 PROTECTIVE PROVISIONS

Article []

PART 1 FOR PROTECTION OF RAILWAY INTERESTS

1. The following provisions of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 15, any other person on whom rights or obligations are conferred by that paragraph.

2. In this Schedule—

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

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

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

“Network Rail” means Network Rail Infrastructure Limited and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the

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- (a) 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) and S.I. 2009/1307.
 - (b) Section 12 was amended by section 56(2) of, and part 1 of Schedule 9 to, the Courts Act 1971 (c. 23).
 - (c) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).
 - (d) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006^(a)) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

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

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

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

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

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

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

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

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

4.—(1) The undertaker must not exercise the powers conferred by article [XX][relevant articles to be listed] or the powers conferred by section 11(3) of the 1965 Act in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

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

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, [as applied by Schedule [XX] to this Order / or article [XX] (Statutory Undertakers)], in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

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

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

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

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied

(a) 2006 c. 46.

to Network Rail the engineer has not intimated his disapproval of those plans and the grounds of his disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate his approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated his approval or disapproval, he shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it with all reasonable dispatch on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying his approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in his opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case with all reasonable dispatch and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to his reasonable satisfaction.

6.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 5(4) must, when commenced, be constructed—

- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

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

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

7. The undertaker must—

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

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

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

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 5(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 10(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

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

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

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 5(3) or in constructing any protective works under the provisions of paragraph 5(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by him of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

11.—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised works [(including the operation of

trams using the tramway comprised in the works)] where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

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

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail's apparatus carried out after approval of plans under paragraph 5(1) for the relevant part of the authorised works giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

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

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

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

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

(6) If at any time prior to the commencement of regular revenue-earning operations [on the authorised [tramway/railway]] comprised in the authorised works and notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing or commissioning of the authorised works causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

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

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

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;

(b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 6.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 15(1) applies to the costs and expenses reasonably incurred or losses suffered by network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

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

(11) In relation to any dispute arising under this paragraph the reference in article [XX] (*Arbitration*) to the Institution of Civil Engineers shall be read as a reference to the Institution of Electrical Engineers.

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

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

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

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

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

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

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

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

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

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

(6) In this paragraph—

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

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

16. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Schedule (including the amount of the relevant costs mentioned in paragraph 15) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Schedule (including any claim relating to those relevant costs).

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

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

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

19. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

20. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article [XX] (Consent to Transfer Benefit of Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

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

21. The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article [XX] (*Certification of Plans*) are certified by the Secretary of State, provide a set of those plans to Network Rail in the form of a computer disc with read only memory.

PART 2

FOR THE PROTECTION OF HIGHWAYS ENGLAND

Application

1. The provisions of this Schedule shall have effect unless otherwise agreed in writing between the undertaker and Highways England and shall apply to the HE Works.

Interpretation

2.—(1) The terms used in this Schedule are as defined in article 2 of this Order save where inconsistent with subparagraph (2) below which shall prevail; and

(2) In this Schedule—

“As Built Information” means one digital copy of the following information where applicable to the Phase in question—

- (a) As constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the Undertaker;
- (b) List of supplies and materials, test results and CCTV surveys;
- (c) Product data sheets, technical specifications for all materials used;
- (d) As constructed information for any Utilities discovered or moved during the works
- (e) Method Statements for works carried out;
- (f) In relation to road lighting, signs and traffic signals any information required by Series 1400 of the Specification for Highway Works;
- (g) Organisation and methods manuals for all products used;
- (h) As constructed programme;
- (i) Test results and records; and
- (j) Other such information as is readily available to the undertaker and may be reasonably required by Highways England to be used to update any relevant databases.

“the Bond Sum” means the sum equal to 110% of the cost of the carrying out of the Phase of the HE Works concerned or such other sum agreed between the undertaker and Highways England;

“Contractor” means any contractor or sub contractor appointed by the undertaker to carry out the HE Works or any Phase of the HE Works and approved by Highways England pursuant to paragraph 3(2) below;

“Detailed Design Information” means details of the following which shall be in accordance with the general arrangements shown on the highway plans unless otherwise agreed between Highways England and the undertaker—

- (a) site clearance details;
- (b) boundary, environmental and mitigation fencing;
- (c) road restraints systems;
- (d) drainage and ducting;
- (e) earthworks;
- (f) kerbs, footways and paved areas;
- (g) traffic signs, signals and road markings;
- (h) road lighting (including columns and brackets);
- (i) electrical work for road lighting and traffic signs;
- (j) highway structures;
- (k) landscaping; and

(l) Utilities diversions;

where relevant to the Phase concerned.

“Estimated Costs” means the estimated costs in respect of each Phase agreed pursuant to paragraphs 5(1)(b) to (d) and (5) of this Schedule;

“the Excess” means the amount by which Highways England estimates that the costs referred to in paragraph 5(1)(b) to (d) will exceed the Estimated Costs pursuant to paragraph 5(5)(b);

“HE Works” means those parts of the authorised development to be carried out in the areas identified as Works Nos. 7 and 10 on the works plans, the general arrangement of which is shown on the highway plans and any ancillary works thereto;

“Nominated Persons” means the undertakers representatives or the Contractors representatives on site during the carrying out of the EH Works;

“Phase” means that part of the HE Works which is to be carried out in separate phases in the areas identified as [] on the highway plans or such other phasing arrangements as shall be agreed with Highways England;

“Programme of Works” means a document setting out the sequence and timetabling of works for the Phase in question;

“Road Safety Audit” means an audit carried out in accordance with the Road Safety Audit Standard;

“Road Safety Audit Standard” means the Design Manual for Roads and Bridges Standard HD 19/15 or any replacement or modification thereof; and

“Utilities” means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991.

Prior Approvals and Security

3.—(1) No work shall commence on any Phase of the HE Works until the Detailed Design Information and a Programme of Works in respect of that Phase has been submitted to and approved by Highways England.

(2) Highways England shall nominate a person who will be a single point of contact on behalf of Highways England for consideration of the Detailed Design Information and who shall co-ordinate the Highways England response to the details submitted.

(3) No works shall commence on any Phase of the HE Works other than by a Contractor employed by the undertaker but first approved by Highways England.

(4) No work shall commence on any Phase of the HE Works until the undertaker has provided security for the carrying out of those works as provided for in paragraph 8 below or some other form of security acceptable to Highways England.

(5) No work shall commence on any Phase of the HE Works until a Stage 2 Road Safety Audit has been carried out in respect of that Phase and if necessary all issues raised incorporated into an amended design approved by Highways England or any relevant exceptions approved by Highways England.

(6) No work shall commence on any Phase of the HE Works until traffic management provisions have been agreed with Highways England.

Carrying out of works

4.—(1) The undertaker shall prior to commencement of each Phase of the HE Works give Highways England 14 days notice in writing of the date on which that Phase will start.

(2) The undertaker shall give Highways England [] days notice of the road space required for each Phase of the HE Works.

(3) Each Phase of the HE Works shall be carried out to the satisfaction of Highways England in accordance with—

- (a) the relevant Detailed Design Information and a Programme of Works approved pursuant to paragraph 3(1) above or as subsequently varied by agreement between the undertaker and Highways England;
- (b) the Design Manual for Roads and Bridges, the Specification for Highway Works (contained within the Manual of Contract Documents for Highway Works) and any amendment to or replacement thereof for the time being in force save to the extent that they are inconsistent with the highway plan a departure from such standards has been approved by Highways England and such approvals or requirements of Highways England in paragraph 3 that need to be in place prior to the works being undertaken; and
- (c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker shall ensure that all client duties (as defined in the said regulations) are satisfied.

(4) The undertaker shall permit and require the Contractor to permit at all reasonable times persons authorised by Highways England (whose identity shall have been previously notified to the undertaker by the Highways England) to gain access to the HE Works for the purposes of inspection and supervision and the undertaker shall provide to Highways England contact details of the Nominated Persons with whom Highways England should liaise during the carrying out of the HE Works.

(5) At any time during the carrying out of the HE Works the Nominated Persons shall act upon any reasonable request made by Highways England in relation to the carrying out of the HE Works as soon as practicable following such request being made to the Nominated Persons save to the extent that the contents of such request are inconsistent with or fall outside the Contractors obligations under its contract with the undertaker or the undertakers obligations in this Order.

(6) If at any time the undertaker does not comply with any of the terms of this Schedule in respect of any Phase of the HE Works having been given notice of an alleged breach and an adequate opportunity to remedy it by Highways England then Highways England shall on giving to the undertaker 14 days notice in writing to that effect be entitled to carry out and complete that Phase of the Highway Works and any maintenance works which the undertaker would have been responsible for on the undertaker's behalf and the undertaker shall within 28 days of receipt of the itemised costs pay to Highways England the costs so incurred by Highways England.

(7) Nothing in this Schedule shall prevent Highways England from carrying out any work or taking such action as deemed appropriate forthwith without prior notice to the undertaker in the event of an emergency or danger to the public the cost to Highways England of such work or action being chargeable to and recoverable from the undertaker if the need for such action arises from the carrying out of the HE Works

(8) For the avoidance of doubt it is confirmed that the undertaker in carrying out each Phase of the HE Works shall at its own expense divert or protect all Utilities as may be necessary to enable the HE Works to be properly carried out and all agreed alterations to existing services shall be carried out to the reasonable satisfaction of Highways England.

Payments

5.—(1) The undertaker shall fund the whole of the cost of the HE Works and all costs incidental to the HE Works and shall also pay to Highways England in respect of each Phase of the HE Works a sum equal to the whole of any costs and expenses which Highways England incur including costs and expenses for using external staff and resources as well as costs and expenses of using in house staff and resources in relation to the HE Works and arising out of them and their implementation including without prejudice to the generality thereof—

- (a) the checking and approval of all design work carried out by or on behalf of the undertaker for that Phase;
- (b) costs in relation to agreeing the Programme of Works for that Phase;
- (c) the carrying out of supervision of that Phase of the Highway Works; and
- (d) all legal and administrative costs in relation to (a) and (b) above,

together (“the Estimated Costs”).

(2) The sums referred to in sub paragraph (1) above do not include any sums payable from the undertaker to the Contractor but do include any value added tax which is payable by Highways England in respect of such costs and expenses and for which it cannot obtain reinstatement from HM Revenue and Customs.

(3) The undertaker shall pay to Highways England upon demand the total costs properly and necessarily incurred by Highways England in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the HE Works provided that this paragraph shall not apply to the making of any orders which duplicate orders contained in this Order.

(4) The undertaker shall pay the costs referred to in subparagraph (1)(a) to Highways England in respect of each phase as and when those costs are incurred by Highway England provided that the checking and approval of the design work on behalf of Highways England is carried out in a timely manner and for the avoidance of doubt the process of such checking and approval will be subject to the provisions of paragraph 12.

(5) Highways England must advise the undertaker of the amount of fees to be charged for checking and approving the design works for each Phase within 14 days of receipt of those details for approval and the undertaker must then pay those fees within 28 days of being advised of the fee unless the fee is disputed.

(6) The undertaker and Highways England shall agree a schedule of the Estimated Costs to be incurred pursuant to sub-paragraph (1)(b) to (d) above in respect of each Phase prior to the commencement of that Phase.

(7) The undertaker shall make the payments referred to in subparagraph (1)(b) to (d) as follows—

- (a) the undertaker shall pay a sum equal to the agreed Estimated Costs in respect of a Phase prior to commencing that Phase;
- (b) if at any time or times after the payment in respect of a Phase referred to in paragraph (7)(a) above has become payable the Highways England reasonably estimates that the costs in respect of that Phase referred to in paragraph (1) above will exceed the Estimated Costs for that Phase it may give notice to the undertaker of the amount by which it then reasonably estimates those costs will exceed the Estimated Costs (“the Excess”) and the undertaker shall pay to Highways England within 28 days of the date of that notice a sum equal to the Excess.

(8) If Highways England have received the As Built Information within 91 days of the issue of the final certificate for each Phase of the HE Works pursuant to paragraph 7 Highways England shall give the undertaker a final account of the costs referred to in sub paragraph (1) above and within 28 days from the expiry of the 91 day period—

- (a) if the account shows a further sum as due to Highways England the undertaker shall pay to Highways England the sum shown due to it in that final account; and
- (b) if the account shows that the payment or payments previously made have exceeded those costs Highways England shall refund the difference to the undertaker.

(9) If any payment due under any of the provisions of this Schedule is not made on or before the date on which it falls due the party from whom it was due shall at the same time as making the payment pay to the other party interest at 1% above the rate payable in respect of compensation under Section 32 of the Land Compensation Act 1961 for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

Provisional Certificate and Defects Period

6.—(1) As soon as each Phase of the HE Works has been completed and a Stage 3 Road Safety Audit for that Phase has been carried out and any resulting recommendations complied with Highways England shall forthwith issue a provisional certificate of completion in respect of that Phase such certificate not to be unreasonably withheld or delayed.

(2) The undertaker shall at its own expense remedy any defects in that Phase of the Highway Works as reasonably required to be remedied by Highways England and identified by Highways England during a period of 12 months from the date of the provisional certificate in respect of that Phase.

(3) The undertaker shall submit Stage 4(a) and Stage 4(b) Road Safety Audits as required by and in line with the timescales stipulated in the Road Safety Audit Standard. The undertaker shall comply with the findings of the Stage 4(a) and Stage 4(b) Road Safety Audits.

(4) Highways England shall approve the audit brief and CVs for all Road Safety Audits and exceptions to items raised if appropriate in accordance with the Road Safety Audit Standard.

Final Certificate

7.—(1) The undertaker shall apply to Highways England for the issue of the final certificate in respect of each Phase at the expiration of the 12 month period in respect of that Phase referred to in paragraph 6(2) or if later on the date on which any defects or damage arising from defects during that period have been made good to the reasonable satisfaction of Highways England and when making such application the undertaker shall—

- (a) submit to Highways England the health and safety file and As Built Information of the relevant Phase; and
- (b) provide a plan clearly identifying the extent of any land which is to be highway maintainable at public expense by Highways England.

(2) If the provisions of sub-paragraph 7(1) are satisfied Highways England shall forthwith issue a final certificate for the Phase concerned such certificate not to be unreasonably withheld or delayed.

Security

8.—(1) Subject to paragraph 3(3) above the undertaker will provide security for the carrying out of the HE Works as follows—

- (a) prior to the commencement of each Phase the HE Works within that Phase will be secured by a bond substantially in the form of the draft bond attached at Annex 1 or such other form that may be agreed between the undertaker and Highways England to indemnify Highways England against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of that Phase under the provisions of this Schedule provided that the maximum liability of the bond shall not exceed the Bond Sum relating to that Phase.

(2) Each Bond Sum shall be progressively reduced as follows—

- (a) on receipt of written confirmation (including receipt of receipted invoices evidencing payments made by the undertaker to the Contractors) from the undertaker of the payments made from time to time to the Contractor Highways England shall in writing authorise the reduction of the Bond Sum by such proportion of the Bond Sum as amounts to 80% of those payments;
- (b) within 20 working days of completion of each Phase of the Trunk Road Works (as evidenced by the issuing of the provisional certificate in respect of that Phase pursuant to paragraph 6(1)) Highways England shall in writing release the bond provider from its obligations in respect of 80% of the Bond Sum relating to that Phase save insofar as any claim or claims have been made against the bond and/or liability on its part has arisen prior to that date; and
- (c) within 20 working days of the issue of the final certificate for each Phase of the HE Works referred to in paragraph 7 Highways England shall in writing release the bond provider from all its obligations in respect of the bond relating to that Phase save insofar as any claim or claims have been made against the bond or liability on its part has arisen prior to that date.

Insurance

9. The undertaker shall prior to commencement of the HE Works effect public liability insurance with an insurer in the minimum sum of £10,000,000.00 (Ten million pounds) against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of the HE Works or any part thereof by the undertaker.

Indemnification

10. The undertaker shall in relation to the carrying out of the HE Works take such precautions for the protection of the public and private interest as would be incumbent upon it if it were the highway authority and shall indemnify Highways England from and against all costs expenses damages losses and liabilities arising from or in connection with or ancillary to any claim demand action or proceedings resulting from the design and carrying out of the Highway Works prior to the issue of the final certificate including but without prejudice to the generality of the foregoing any claim against Highways England under the Land Compensation Act 1973 or by virtue of the application of the provisions of the Noise Insulation Regulations made thereunder including any liability falling upon Highways England by virtue of its exercising its discretionary powers under the said regulations PROVIDED THAT—

- (a) the foregoing indemnity shall not extend to any costs expenses liabilities and damages caused by or arising out of the neglect or default of Highways England or its officers servants agents or contractors or any person or body for whom is responsible;
- (b) Highways England shall notify the undertaker forthwith upon receipt of any claim;
- (c) Highways England shall not accept any such claim without first having given the undertaker details of such claim and having given the undertaker the opportunity to make representations to Highways England as to the validity and quantum of such claim;
- (d) Highways England shall in settling any such claim give full and due regard to any representations made by the undertaker in respect thereof;
- (e) Highways England shall following the acceptance of any claim notify the quantum thereof to the undertaker in writing and the undertaker shall within 14 days of the receipt of such notification pay to Highways England the amount specified as the quantum of such claim;
- (f) the undertaker shall notify Highways England of the intended date of opening of each Phase of the HE Works to public traffic not less than 14 days in advance of the intended date; and
- (g) the undertaker shall notify Highways England of the actual date that each Phase of the HE Works are open to public traffic on each occasion within 14 days of that occurrence.

Warranties

11. The undertaker will procure warranties from the contractor and designer of each Phase of the Highway Works to the effect that all reasonable skill care and due diligence will be exercised in designing and constructing that Phase of the HE Works including the selection of materials, goods, equipment and plant such warranties to be provided to Highways England before that Phase of the HE Works commences.

Approvals

12.—(1) Any approvals, certificates, consents or agreements required of or sought from or with Highways England pursuant to the provisions of this Schedule must not be unreasonably withheld or delayed and any such approval, certificates, consents or agreements shall be deemed to have been given if it is neither given nor refused within 28 days of the specified day.

(2) In this paragraph “specified day” means—

- (a) the day on which particulars of the matter are submitted to Highways England under the provisions of the Schedule; or

- (b) the day on which the undertaker provides Highways England with any further particulars of the matter that have been reasonably requested by Highways England within 14 days of the date in sub-paragraph (2)(a),

whichever is the latter.

Expert Determination

13.—(1) Article [46] (*arbitration*) does not apply to this Schedule.

(2) Any difference under this Schedule may 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.

(3) All parties involved in settling any difference must use best endeavours to do so within 21 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 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 21 days of the expert's appointment;
- (b) permit a party to comment on the submissions made by the other party within 21 days of receipt of the submission;
- (c) issue a decision within 42 days of receipt of the submissions under paragraph (b); and
- (d) give reasons for the decision.

(5) 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; and
- (c) any other important and relevant consideration.

(6) 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 [46].

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

Annex 1

BY THIS BOND [] [(Company Regn No)] whose registered office is situate at [] (“**the undertaker**”) and [] [(Company Regn No)] whose registered office is situate at [] (“**the Surety**”) are jointly and severally bound to [] of [] (“the []”) this [] day of [] 200[] in the sum of [] pounds (£[Surety Sum to the payment of which sum the undertaker and the Surety hereby jointly and severally bind themselves their successors and assigns

WHEREAS under a Development Consent Order known as The Northampton Gateway Rail Freight Interchange Order 201[] (“the DCO”) the undertaker is empowered to commence execute perform and complete the highway works mentioned therein in such manner and within such time and subject to such conditions and stipulations as are particularly specified and set forth in the DCO and also to pay to Highways England such sums as are therein provided **NOW THE CONDITIONS** of this Bond are such that if the undertaker shall duly observe and perform all the terms provisions covenants conditions and stipulations of Schedule [] of the DCO on the undertaker's part to be observed and performed according to the true purport intent and meaning thereof or if on default by the undertaker the Surety shall satisfy and discharge the damages

sustained by Highways England thereby up to the amount of this Bond then this obligation shall be null and void but otherwise shall be and remain in full force and effect in accordance with the provisions of the DCO (and including any reductions as provided for in the DCO) but no allowance of time by Highways England under the DCO nor any forbearance or forgiveness in or in respect of any matter or thing concerning the DCO on the part of Highways England shall in any way release the Surety from any liability under this Bond

It is hereby agreed that this Bond will be reduced and released in accordance with paragraph 8 of Part 2 of Schedule 15 of the DCO.

[Attestation]

PART 3

FOR THE PROTECTION OF NORTHAMPTONSHIRE COUNTY COUNCIL AS HIGHWAY AUTHORITY

Application

1.—(1) The provisions of this part of this Schedule shall have effect unless otherwise agreed in writing between the undertaker and Northamptonshire County Council and shall apply to the County Highway Works.

Interpretation

2.—(1) The terms used in this Schedule are as defined in article 2 of this Order save where inconsistent with subparagraph (2) below which shall prevail; and

(2) In this Schedule—

“As Built Information” means one digital copy of the following information where application to the Phase in question—

- (a) As constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the Undertaker;
- (b) List of suppliers and materials, test results and CCTV surveys;
- (c) Product data sheets, technical specifications for all materials used;
- (d) As constructed information for any Utilities discovered or moved during the works
- (e) Method Statements for works carried out;
- (f) In relation to road lighting, signs and traffic signals any information required by Series 1400 of the Specification for Highway Works;
- (g) Organisation and methods manuals for all products used;
- (h) As constructed programme;
- (i) Test results and records; and
- (j) Other such information as is readily available to the undertaker and may be reasonably required by the local highway authority to be used to update any relevant databases.

“the Bond Sum” means the sum equal to 110% of the cost of the carrying out of the Phase of the County Highway Works concerned or such other sum agreed between the undertaker and the local highway authority;

“Contractor” means any contractor or sub contractor appointed by the undertaker to carry out the County Highway Works or any Phase of the County Highway Works and approved by the local highway authority pursuant to paragraph 3(2) below;

“County Highway Works” means those parts of the authorised development to be carried out in the areas identified as Works Nos. 6, 8, 11, 12, 13, 14, 15 and 16 on the works plans the general arrangement of which is shown on the highway plans and any ancillary works thereto;

“Detailed Design Information” means the following drawings, specifications and other information which shall be in accordance with the general arrangements shown on the highway plans unless otherwise agreed between the local highway authority and the undertaker—

- (a) site clearance details;
- (b) boundary environmental and mitigation fencing;
- (c) road restraint systems (vehicle and pedestrian)
- (d) drainage and ducting;
- (e) earthworks;
- (f) kerbs, footways and paved areas;
- (g) traffic signs, signals and road markings;
- (h) road lighting (including columns and brackets);
- (i) electrical work for road lighting and traffic signs;
- (j) highway structures;
- (k) landscaping; and
- (l) Utilities diversions;

where relevant to the Phase concerned.

“Estimated Costs” means the estimated costs in respect of each Phase agreed pursuant to paragraphs 5(1) and (5) of this Schedule;

“the Excess” means the amount by which the local highway authority estimates that the costs referred to in paragraph 5(1) will exceed the Estimated Costs pursuant to paragraph 5(5)(b);

“Nominated Persons” means the undertakers representatives or the Contractors representatives on site during the carrying out of the County Highway Works;

“Phase” means that part of the County Highway Works which is to be carried out in separate phases in the areas identified as [] on the highway plans or such other phasing arrangements as shall be agreed with the local highway authority;

“Programme of Works” means a document setting out the sequence and timetabling of works for the Phase in question;

“Road Safety Audit” means an audit carried out in accordance with the Road safety Audit Standard

“Road Safety Audit Standard” means the Design Manual for Roads and Bridges Standard HD 19/15 or any replacement or modification thereof; and

“Utilities” means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991.

Prior Approvals and Security

3.—(1) No work shall commence on any Phase of the County Highway Works until the Detailed Design Information and a Programme of Works in respect of that Phase has been submitted to and approved by the local highway authority.

(2) No works shall commence on any Phase of the County Highway Works other than by a Contractor employed by the undertaker but first approved by the local highway authority.

(3) No work shall commence on any Phase of the County Highway Works until the undertaker has provided security for the carrying out of those works as provided for in paragraph 8 below or some other form of security acceptable to the local highway authority.

(4) No work shall commence on any Phase of the County Highway Works until a Stage 2 Road Safety Audit has been carried out in respect of that Phase and if necessary all issues raised incorporated into an amended design approved by the local highway authority or any relevant exceptions approved by the local highway authority.

(5) No work shall commence on any Phase of the County Highway Works until traffic management provisions have been agreed with the local highway authority.

Carrying out of works

4.—(1) The undertaker shall prior to commencement of each Phase of the County Highway Works give the local highway authority 14 days notice in writing of the proposed date on which that Phase will start.

(2) The undertaker shall give the local highway authority [] days' notice of the road space required for the carrying out of each Phase of the County Highway Works

(3) Each Phase of the County Highway Works shall be carried out to the satisfaction of the local highway authority in accordance with—

- (a) the relevant Detailed Design Information and a Programme of Works approved pursuant to paragraph 3(1) above or as subsequently varied by agreement between the undertaker and the local highway authority;
- (b) the Design Manual for Roads and Bridges, the Specification for Highway Works (contained within the Manual of Contract Documents for Highways Works) and any amendment to or replacement thereof for the time being in force save to the extent that they are inconsistent with the highway plans a departure from such standards has been approved by the local highway authority and such approvals or requirements of the local highway authority in paragraph 3 that need to be in place prior to the works being undertaken; and
- (c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker shall ensure that all client duties (as defined in the said regulations) are satisfied.

(4) The undertaker shall permit and require the Contractor to permit at all reasonable times persons authorised by the local highway authority (whose identity shall have been previously notified to the undertaker by the local highway authority) to gain access to the County Highway Works for the purposes of inspection and supervision and the undertaker shall provide to the local highway authority contact details of the Nominated Persons with whom the local highway authority should liaise during the carrying out of the County Highway Works.

(5) At any time during the carrying out of the County Highway Works the Nominated Persons shall act upon any reasonable request made by the local highway authority in relation to the carrying out of the County Highway Works as soon as practicable following such request being made to the Nominated Persons save to the extent that the contents of such request are inconsistent with or fall outside the Contractors obligations under its contract with the undertaker or the undertakers obligations in this Order.

(6) If at any time the undertaker does not comply with any of the terms of this Schedule in respect of any Phase of the County Highway Works having been given notice of an alleged breach and an adequate opportunity to remedy it by the local highway authority then the local highway authority shall on giving to the undertaker 14 days notice in writing to that effect be entitled to carry out and complete that Phase of the Highway Works and any maintenance works which the undertaker would have been responsible for on the undertaker's behalf and the undertaker shall within 28 days of receipt of the itemised costs pay to the local highway authority the costs so incurred by the local highway authority.

(7) Nothing in this Schedule shall prevent the local highway authority from carrying out any work or taking such action as deemed appropriate forthwith without prior notice to the undertaker in the event of an emergency or danger to the public the cost to the local highway authority of such work or action being chargeable to and recoverable from the undertaker if the need for such action arises from the carrying out of the County Highway Works.

(8) For the avoidance of doubt it is confirmed that the undertaker in carrying out each Phase of the County Highway Works shall at its own expense divert or protect all Utilities as may be necessary to enable the County Highway Works to be properly carried out and all agreed alterations to existing services shall be carried out to the reasonable satisfaction of the local highway authority.

Payments

5.—(1) The undertaker shall fund the whole of the cost of the County Highway Works and all costs incidental to the County Highway Works and shall also pay to the local highway authority in respect of each Phase of the County Highway Works a sum equal to the whole of any costs and expenses which the local highway authority incur including costs and expenses for using external staff and resources as well as costs and expenses of using in house staff and resources in relation to the County Highway Works and arising out of them and their implementation including without prejudice to the generality thereof—

- (a) the checking and approval of all design work carried out by or on behalf of the undertaker for that Phase;
- (b) costs in relation to agreeing the Programme of Works for that Phase;
- (c) the carrying out of supervision of that Phase of the Highway Works; and
- (d) all legal and administrative costs in relation to (a) and (b) above,

together (“the Estimated Costs”).

(2) The undertaker shall pay to the local highway authority upon demand the total costs properly and necessarily incurred by the local highway authority in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the County Highway Works provided that this paragraph shall not apply to the making of any orders which duplicate orders contained in this Order.

(3) The undertaker and the local highway authority shall agree a schedule of the Estimated Costs to be incurred pursuant to sub-paragraph (1) above in respect of each Phase prior to the commencement of that Phase.

(4) The undertaker shall make the payments referred to in subparagraph (1) as follows—

- (a) the undertaker shall pay a sum equal to the agreed Estimated Costs in respect of a Phase prior to commencing that Phase;
- (b) if at any time or times after the payment in respect of a Phase referred to in paragraph (5)(a) above has become payable the local highway authority reasonably estimates that the costs in respect of that Phase referred to in paragraph (1) above will exceed the Estimated Costs for that Phase it may give notice to the undertaker of the amount by which it then reasonably estimates those costs will exceed the Estimated Costs (“the Excess”) and the undertaker shall pay to the County Highway Authority within 28 days of the date of that notice a sum equal to the Excess.

(5) If the local highway authority have received the As Built Information within 91 days of the issue of the final certificate for each Phase of the County Highway Works pursuant to paragraph 7 the local highway authority shall give the undertaker a final account of the costs referred to in sub paragraph (1) above and within 28 days from the expiry of the 91 day period—

- (a) if the account shows a further sum as due to the local highway authority the undertaker shall pay to the local highway authority the sum shown due to it in that final account; and
- (b) if the account shows that the payment or payments previously made have exceeded those costs the local highway authority shall refund the difference to the undertaker.

(6) If any payment due under any of the provisions of this Schedule is not made on or before the date on which it falls due the party from whom it was due shall at the same time as making the payment pay to the other party interest at 1% above the rate payable in respect of compensation under Section 32 of the Land Compensation Act 1961 for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

Provisional Certificate and Defects Period

6.—(1) As soon as each Phase of the County Highway Works has been completed and a Stage 3 Road Safety Audit for that Phase has been carried out and any resulting recommendations complied

with the local highway authority shall forthwith issue a provisional certificate of completion in respect of that Phase such certificate not to be unreasonably withheld or delayed.

(2) The undertaker shall at its own expense remedy any defects in that Phase of the Highway Works as reasonably required to be remedied by the local highway authority and identified by the County Highway Authority during a period of 12 months from the date of the provisional certificate in respect of that Phase.

(3) The undertaker shall submit Stage 4(a) and Stage 4(b) Road Safety Audits as required by and in line with the timescales stipulated in the Road Safety Audit Standard. The undertaker shall comply with the findings of the Road Safety Audit 4(a) and 4(b) Road Safety Audits.

(4) The local highway authority shall approve the audit brief and CVs for all Road Safety Audits and exceptions to items raised if appropriate in accordance with the Road Safety Audit Standard.

Final Certificate

7.—(1) The undertaker shall apply to the local highway authority for the issue of the final certificate in respect of each Phase at the expiration of the 12 month period in respect of that Phase referred to in paragraph 6(2) or if later on the date on which any defects or damage arising from defects during that period have been made good to the reasonable satisfaction of the local highway authority and when making such application the undertaker shall—

- (a) submit to the local highway authority the health and safety file and As Built Information of the relevant Phase; and
- (b) provide a plan clearly identifying the extent of any land which is to be highway maintainable at public expense by the local highway authority.

(2) If the provisions of sub-paragraph 7(1) are satisfied the local highway authority shall forthwith issue a final certificate for the Phase concerned such certificate not to be unreasonably withheld or delayed.

Security

8.—(1) Subject to paragraph 3(3) above the undertaker will provide security for the carrying out of the County Highway Works as follows—

- (a) prior to the commencement of each Phase the County Highway Works within that Phase will be secured by a bond substantially in the form of the draft bond attached at Annex 1 or such other form that may be agreed between the undertaker and the local highway authority to indemnify the local highway authority against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of that Phase under the provisions of this Schedule provided that the maximum liability of the bond shall not exceed the Bond Sum relating to that Phase.

(2) Each Bond Sum shall be progressively reduced as follows—

- (a) on receipt of written confirmation (including receipt of receipted invoices evidencing payments made by the undertaker to the Contractors) from the undertaker of the payments made from time to time to the Contractor the local highway authority shall in writing authorise the reduction of the Bond Sum by such proportion of the Bond Sum as amounts to 80% of those payments;
- (b) within 20 working days of completion of each Phase of the County Highway Works (as evidenced by the issuing of the provisional certificate in respect of that Phase pursuant to paragraph 6(1)) the local highway authority shall in writing release the bond provider from its obligations in respect of 80% of the Bond Sum relating to that Phase save insofar as any claim or claims have been made against the bond and/or liability on its part has arisen prior to that date; and
- (c) within 20 working days of the issue of the final certificate for each Phase of the County Highway Works referred to in paragraph 7 the local highway authority shall in writing release the bond provider from all its obligations in respect of the bond relating to that

Phase save insofar as any claim or claims have been made against the bond or liability on its part has arisen prior to that date.

Insurance

9. The undertaker shall prior to commencement of the County Highway Works effect public liability insurance with an insurer in the minimum sum of £10,000,000.00 (Ten million pounds) against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of the County Highway Works or any part thereof by the undertaker.

Indemnification

10. The undertaker shall in relation to the carrying out of the County Highway Works take such precautions for the protection of the public and private interest as would be incumbent upon it if it were the highway authority and shall indemnify the local highway authority from and against all costs expenses damages losses and liabilities arising from or in connection with or ancillary to any claim demand action or proceedings resulting from the design and carrying out of the Highway Works prior to the issue of the final certificate including but without prejudice to the generality of the foregoing any claim against the local highway authority under the Land Compensation Act 1973 or by virtue of the application of the provisions of the Noise Insulation Regulations made thereunder including any liability falling upon the local highway authority by virtue of its exercising its discretionary powers under the said regulations PROVIDED THAT—

- (a) the foregoing indemnity shall not extend to any costs expenses liabilities and damages caused by or arising out of the neglect or default of the local highway authority or its officers servants agents or contractors or any person or body for whom is responsible;
- (b) The local highway authority shall notify the undertaker forthwith upon receipt of any claim;
- (c) The local highway authority shall not accept any such claim without first having given the undertaker details of such claim and having given the undertaker the opportunity to make representations to the local highway authority as to the validity and quantum of such claim;
- (d) The local highway authority shall in settling any such claim give full and due regard to any representations made by the undertaker in respect thereof;
- (e) The local highway authority shall following the acceptance of any claim notify the quantum thereof to the undertaker in writing and the undertaker shall within 14 days of the receipt of such notification pay to the local highway authority the amount specified as the quantum of such claim;
- (f) the undertaker shall notify the local highway authority of the intended date of opening of each Phase of the County Highway Works to public traffic not less than 14 days in advance of the intended date; and
- (g) the undertaker shall notify the local highway authority of the actual date that each Phase of the County Highway Works are open to public traffic on each occasion within 14 days of that occurrence.

Warranties

11. The undertaker will procure warranties from the contractor and designer of each Phase of the Highway Works to the effect that all reasonable skill care and due diligence will be exercised in designing and constructing that Phase of the County Highway Works including the selection of materials, goods, equipment and plant such warranties to be provided to the local highway authority before that Phase of the County Highway Works commences.

Approvals

12.—(1) Any approvals, certificates, consents or agreements required of, or sought from or with the local highway authority pursuant to the provisions of this Schedule shall not be unreasonably

withheld or delayed and any such approvals, certificates, consents or agreements shall be deemed to have been given if it is neither given or refused within 28 days of the specified day.

(2) In this paragraph “specified day” means –

- (a) the day on which particulars of the matter are submitted to the local highway authority under the provisions of this Schedule; or
- (b) the day on which the undertaker provides the local highway authority with any further particulars of the matter that have been reasonably requested by the local highway authority within 4 days of the date in sub paragraph (2) (a),

whichever is the later

Expert Determination

13.—(1) Article [46] (*arbitration*) does not apply to this Schedule.

(2) Any difference under 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.

(3) All parties involved in settling any difference must use best endeavours to do so within 21 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 28 days of the notification of the dispute.

(4) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

(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 21 days of the expert’s appointment;
- (b) permit a party to comment on the submissions made by the other party within 21 days of receipt of the submission;
- (c) issue a decision within 42 days of receipt of the submissions under 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; and
- (e) 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 [46].

Annex 1

BY THIS BOND [] [(Company Regn No)] whose registered office is situate at [] (“**the undertaker**”) and [] [(Company Regn No)] whose registered office is situate at [] (“**the Surety**”) are jointly and severally bound to [] of [] (“the []”) this [] day of [] 200[] in the sum of [] pounds (£[Surety Sum to the payment of which sum the undertaker and the Surety hereby jointly and severally bind themselves their successors and assigns

WHEREAS under a Development Consent Order known as The Northampton Gateway Rail Freight Interchange Order 201[] (“the DCO”) the undertaker is empowered to commence execute perform and complete the highway works mentioned therein in such manner and within such time and subject to such conditions and stipulations as are particularly specified and set forth in the DCO and also to pay to the local highway authority such sums as are therein provided **NOW THE CONDITIONS** of this Bond are such that if the undertaker shall duly observe and perform all the terms provisions covenants conditions and stipulations of Schedule [] of the DCO on the undertaker’s part to be observed and performed according to the true purport intent and meaning thereof or if on default by the undertaker the Surety shall satisfy and discharge the damages sustained by the local highway authority thereby up to the amount of this Bond then this obligation shall be null and void but otherwise shall be and remain in full force and effect in accordance with the provisions of the DCO (and including any reductions as provided for in the DCO) but no allowance of time by the local highway authority under the DCO nor any forbearance or forgiveness in or in respect of any matter or thing concerning the DCO on the part of the local highway authority shall in any way release the Surety from any liability under this Bond

It is hereby agreed that this Bond will be reduced and released in accordance with paragraph 8 of Part 3 of Schedule 15 of the DCO.

[Attestation]

PART 4
FOR THE PROTECTION OF CADENT GAS LIMITED

[]

SCHEDULE 16
MISCELLANEOUS CONTROLS
PUBLIC GENERAL LEGISLATION

Article [44]

Introduction

1. This Schedule applies, modifies and excludes statutory provisions which relate to matters for which provision may be made in this Order.

Highways Act 1980

2.—(1) Section 141 of the Highways Act 1980 (restriction on planting trees etc. in or near carriageway) shall not apply to any tree or shrub planted in the course of the authorised development before completion of construction.

(2) Section 167 of that Act (powers relating to retaining walls near streets) shall not apply in relation to—

- (a) the erection of a wall in the course of the authorised development before completion of construction, or
- (b) a wall on land on which works are being carried out, or are to be carried out, in pursuance of the authorised development before completion of construction.

New Roads and Street Works Act 1991

3.—(1) The powers conferred by section 56(1) and (1A) of the New Roads and Street Works Act 1991 (powers to give directions as to the timing of proposed and subsisting street works) shall not apply in relation to the authorised development.

(2) Section 56A of that Act (power to give directions as to placing of apparatus) shall not apply in relation to the placing of apparatus in the course of the authorised development.

(3) No restriction under section 58(1) of that Act (power to impose restriction on execution of street works in the twelve months following completion of substantial road works) shall have effect in relation to the authorised development.

(4) Section 61(1) of that Act (under which the consent of the street authority is required for the placing of apparatus in a protected street) shall not apply to the placing of apparatus in the course of the authorised development.

(5) Section 62(2) of that Act (power following designation of protected street to require removal or repositioning of apparatus already placed in the street) shall not apply in relation to apparatus placed in the course of the authorised development.

(6) Section 62(4) of that Act (power when designation as protected street commences or ceases to give directions with respect to works in progress) shall not apply in relation to the authorised development.

(7) Section 63(1) of that Act (under which Schedule 4 to that Act has effect for requiring the settlement of a plan and section of street works to be executed in a street designated by the street authority as having special engineering difficulties) shall not apply in relation to the authorised development.

(8) The powers conferred by section 73A(1) and 78A(1) of that Act (requirements for undertaker to re-surface street) may not be exercised in relation to the authorised development.

(9) Sections 74 and 74A of that Act (charge for occupation of the highway and charge determined by reference to duration of works) shall not apply in relation to the authorised development.

(10) Schedule 3A to that Act (restriction on works following substantial street works) shall not apply where a notice under section 54 (advance notice of certain works) or 55 (notice of starting date of works) of that Act is in respect of the authorised development.

(11) No notice under paragraph 2(1)(d) of that Schedule (power by notice to require notification of works which an undertaker proposes to carry out in a part of a highway to which a proposed restriction applies) shall have effect to require the notification of works proposed to be carried out in the course of the authorised development.

(12) No directions under paragraph 3 of that Schedule (directions as to the date on which undertakers may begin to execute proposed works) may be issued to the undertaker.

(13) Paragraph 3(4) of that Schedule (under which it is an offence for an undertaker to execute street works before the completion of certain other street works) shall not apply in relation to the execution of works in the course of the authorised development.

(14) Paragraph 5(1) of that Schedule (effect of direction under paragraph 4 restricting further works) shall not apply in relation to the execution of works in the course of the authorised development.

Local Government (Miscellaneous Provisions) Act 1976

4. Section 42 of The Local Government (Miscellaneous Provisions) Act 1976 (certain future local Acts, etc., to be subject to the planning enactments, etc., except as otherwise provided) shall not apply to the extent that it would make provisions of this Order authorising the authorised development subject to other provisions.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent for, and authorises Roxhill (Junction 15) Limited (“the undertaker”) to construct, operate and maintain, the new Northampton Gateway Rail Freight Interchange together with associated development. The undertaker is authorised by the Order to acquire compulsorily land and rights over land. The Order also authorises [the making of alterations to the highway network, stopping up and diversion of public rights of way and the discharge of water].

A copy of the plans and book of reference referred to in this Order and certified in accordance with article [] (*certification of plans etc.*) of this Order may be inspected free of charge at the offices of South Northamptonshire District Council at [] and at Northampton Borough Council at [].

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