

SCHEDULE 12

Protective provisions

PART 4

Protection of offshore cables and pipelines

1. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and the Company concerned.

2.—(1) In this Part—

“cables” means the whole or any part of the UK-Germany-6 cable, the TATA North Europe cable and UK-Denmark-4 cable;

“Company” means—

- (a) Cable and Wireless Worldwide plc and BT Subsea Cables Limited in relation to the UK-Germany-6 cable;
- (b) BT Group plc in relation to the UK-Denmark-4 cable;
- (c) Tata Communications (UK) Limited in relation to the TATA North Europe cable;
- (d) Shell UK Limited in relation to the Shearwater to Bacton (SEAL) pipeline; and
- (e) Gassco AS in relation to the Langed Pipeline;

“construction” includes execution, placing and altering and cognate expressions must be construed accordingly;

“Langed Pipeline” means the underwater pipeline transporting Norwegian natural gas to the United Kingdom across the North Sea;

“pipelines” means the whole or any part of the Langed pipeline and the Shearwater to Bacton (SEAL) pipeline that are used for the conveyance of any hydrocarbon fuel and in respect of which a Company has an interest for the time being, together with any associated plant and equipment serving those pipelines;

“plans” includes sections, drawings, calculations, methods of construction, particulars and specifications;

“protected property” means the cables and pipelines—

- (a) any part of which is situated within the Order limits for the offshore works; and
- (b) in respect of which a Company has an interest for the time being;

“protective works” has the meaning given in paragraph 9;

“Shearwater to Bacton (SEAL) pipeline” means the gas pipeline connecting the Shell terminal in the UK to the Shearwater and Elgin-Franklin gas fields in the central North Sea;

“TATA North Europe cable” means the active telecommunications cable laid between North Yorkshire and the Netherlands across the North Sea;

“UK-Denmark-4 cable” means the out-of-service telecommunications cable laid between the United Kingdom and Denmark;

“UK-Germany-6 cable” means the out-of-service telecommunications cable laid between the United Kingdom and Germany;

“works” means Works No. 1A, 1B, 2A, 2B, 2BA, 2BC, 2T, 3A and 3B.

(2) In this Part, references to a Company—

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- (a) are references to any (or, as the case may be, each) Company that has an interest in the protected property concerned for the time being; and
 - (b) include references to its successors in title in respect of any protected property.
- 3.** Despite anything in this Order or shown on the works plans, the undertaker must not pursuant to the powers in this Order appropriate and remove any protected property otherwise than by agreement with the Company.
- 4.** Despite anything in this Order, except in the case of any part of the protected property that the Company certifies in writing is permanently disused, the undertaker must not exercise the powers in this Order to relocate any protected property until suitable alternative facilities have been provided by the undertaker and are available for use to the reasonable satisfaction of the Company.
- 5.** The undertaker must use its best endeavours—
- (a) in exercising any of the powers in this Order to avoid or (failing avoidance) to minimise any damage or disruption to the protected property; and
 - (b) without limiting sub-paragraph (a), to ensure that the works do not at any time fall into such a condition as to compromise the integrity or operation of the protected property.
- 6.** Not less than 8 months before commencing construction of the works, the undertaker must furnish to the Company a programme for the works proposed and a general indication of the nature and location of those works and, if within 28 days from the receipt by a Company of that programme and general indication the Company gives notice in writing to the undertaker that any part of the offshore works indicated in the programme may in any way affect protected property, paragraphs 8 and 9 apply with respect to that part of those works.
- 7.** On giving any notice to the undertaker under paragraph 6, the Company must furnish existing drawings showing to the best of its knowledge the position and depth of the relevant part of the protected property.
- 8.** Not less than 4 months before commencing construction of any part of the offshore works that may significantly affect the protected property, the undertaker must furnish to the Company detailed plans and specifications of the relevant part of the offshore works and must have due regard to any representations made by a Company relating to such plans or to the programme for the works and make reasonable changes required to avoid risk of harm to the cables by the construction.
- 9.** At any time within a period of 1 month from the receipt by the Company of the plans referred to in paragraph 8, the Company may by notice in writing to the undertaker specify any reasonable temporary or permanent works or measures (the “protective works”) that in its reasonable opinion should be carried out or taken by the undertaker before commencement or during construction of the works in order to ensure the stability of the protected property (shown on the drawings furnished by the Company under paragraph 7) or to protect them from injury, and such protective works must be constructed by the undertaker at its own expense and under the inspection (if any) of the Company.
- 10.** Except in the case of protective works that the Company has informed the undertaker in writing may be carried out during the construction of the works, the undertaker must not commence the construction of any work within 50 metres of, or which may in any way affect, the protected property until the protective works relating to the work have been completed to the reasonable satisfaction of the Company.
- 11.** In the case of protective works of which the Company has informed the undertaker in writing as mentioned in paragraph 10, the undertaker must comply with all reasonable requirements of the Company arising from its inspection under paragraph 9 as promptly as practicable after the undertaker has been notified of such requirements.
- 12.** Except in an emergency (when it must give such notice as may be reasonably practicable), the undertaker must give the Company not less than 56 days’ notice of its intention to carry out any

works for the repair or maintenance of the works in so far as such works may affect or interfere with the protected property.

13. The undertaker must repay to the Company the reasonable expenses properly incurred by the Company in or in connection with the removal and relaying or replacing of any part of protected property, including the provision, laying down or placing of any alternative facilities.

14. The undertaker must repay to the Company the reasonable expenses properly incurred by the Company in or in connection with the preparation of drawings or notice referred to in paragraph 6 or 7 and by the Company in the watching and inspecting of any protective works relating to protected property.

15. The preceding provisions of this Part do not apply in relation to any protected property laid by or for the use of the Company after the coming into force of this Order.

16. Nothing in this Part affects any enactment or any regulations made under any enactment or any agreement regulating the relations between the undertaker and the Company in respect of any protected property laid within the Order limits for the offshore works at the date on which this Order comes into force.