

## SCHEDULE 19

### Protective Provisions

#### PART 7

#### FOR THE PROTECTION OF EDF ENERGY NUCLEAR GENERATION LIMITED

##### **Application**

76. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and ENGL.

##### **Interpretation**

77. In addition to article 2 (interpretation), the terms in this Part have the following meanings—

“ENGL” means EDF Energy Nuclear Generation Limited (company number 03076445);

“NSL” means a nuclear site licence granted by the Office for Nuclear Regulation in exercise of powers contained in sections 1(1), 3 and 4 of the Nuclear Installations Act 1965;

“Service Media” means pipes, sewers, drains (including drainage ditches) underground and overhead electricity cables, busbars, telecommunications and fibre optic cables, mains, ducts, conduits, gutters, watercourses, wires, other cables, conducting media including any fixings, louvres, cowls and other covers, manholes, junction boxes and other ancillary works and mechanisms;

“Site” means any land within the Order Limits in which ENGL has a freehold or leasehold interest.

##### **Acquisition of Land**

78.—(1) Despite any provision of this Order or anything shown on the land plans or contained in the book of reference, the undertaker must not exercise any power—

- (a) to appropriate, acquire, extinguish, interfere with or override any land or interests held by ENGL in the Site;
- (b) to temporarily possess any order land located within any part of the Site;
- (c) to grant new rights or impose restrictive covenants over the Site,

otherwise than by agreement with ENGL.

(2) Despite any provision of this Order or anything shown on the land plans or contained in the book of reference, the undertaker must not exercise any power to acquire, divert, interfere with or relocate apparatus or Service Media in the Site or which serves the Site otherwise than by agreement with ENGL.

(3) Despite any provision of this Order or anything shown on the Land Plans or contained in the Book of Reference, the undertaker must not exercise any power to appropriate, acquire, extinguish, interfere with or override any third-party interest in the Site without ENGL’s written consent, such consent not to be unreasonably withheld or delayed.

(4) Where the undertaker and ENGL agree under this paragraph that any land interest in the Site, or apparatus in the Site, may be acquired by agreement at a time when the NSL remains in force, such acquisition may only take place after the consent of the Office for Nuclear Regulation has first been obtained by ENGL where required in accordance with the NSL.

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

### **Apparatus and/or Service Media of ENGL in stopped up streets**

**79.** Without prejudice to the generality of any other protection afforded to ENGL elsewhere in the Order, where any street is stopped up under article 16 (permanent stopping up of streets, change of status, and extinguishment of private means of access), if ENGL has any apparatus and/or Service Media in the street or accessed via that street then it is entitled to the same rights in respects of such apparatus and/or Service Media as it enjoyed immediately before the stopping up, diversion or variation and the undertaker must grant to ENGL, or procure the granting to ENGL of equivalent rights to ENGL in respect of such apparatus and/or Service Media and access to it prior to the stopping up, diversion or variation of any such street or highway.

### **Article 5**

**80.** Neither the undertaker nor ENGL shall exercise any rights it may have to serve notice on the local planning authority pursuant to article 5 (effect of the Order on the Sizewell B relocated facilities permissions) without the written consent of the other.

### **Discharge or requirements**

**81.** Neither the undertaker or ENGL shall submit details for approval by the local planning authority pursuant to the requirements in Schedule 2 in relation to Work No. 1D or Work No. 1E without the approval of the other.

### **Service Media plan**

**82.** In respect of any grid works being carried out by National Grid, for the purpose of identifying the Service Media to which the provisions of this Part shall have effect, ENGL must if reasonably requested and to the extent that it is appropriate to do so (acting as a prudent nuclear operator) supply plans to National Grid identifying the location of any Service Media belonging to ENGL.

### **Enactments and agreements**

**83.** Save to the extent agreed in writing between ENGL and the undertaker, nothing in this Part affects the provisions of any enactment or agreement regulating the relations between the undertaker and ENGL.

### **Arbitration**

**84.** Any dispute arising between the undertaker and ENGL under this Part of this Schedule must be referred to and settled by arbitration under article 84 (arbitration) unless otherwise agreed in writing between the undertaker and ENGL.