
STATUTORY INSTRUMENTS

2024 No. 174

INFRASTRUCTURE PLANNING

The Net Zero Teesside Order 2024

Made - - - - 16th February 2024

Coming into force 11th March 2024

THE NET ZERO TEESSIDE ORDER 2024

PART 1

PRELIMINARY

1. Citation and commencement
2. Interpretation
3. Electronic communications

PART 2

PRINCIPAL POWERS

4. Development consent etc. granted by this Order
5. Maintenance of authorised development
6. Operation of authorised development
7. Benefit of this Order
8. Consent to transfer benefit of this Order
9. Amendment and modification of statutory provisions

PART 3

STREETS

10. Power to alter layout etc. of streets
11. Street works
12. Construction and maintenance of new or altered means of access
13. Temporary stopping up of streets, public rights of way and access land
14. Access to works
15. Agreements with streets authorities
16. Traffic regulation

Status: This is the original version (as it was originally made).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

PART 4

SUPPLEMENTAL POWERS

17. Discharge of water
18. Felling or lopping of trees and removal of hedgerows
19. Protective works to buildings
20. Authority to survey and investigate the land
21. Removal of human remains

PART 5

POWERS OF ACQUISITION

22. Compulsory acquisition of land
23. Power to override easements and other rights
24. Time limit for exercise of authority to acquire land compulsorily
25. Compulsory acquisition of rights etc.
26. Private rights
27. Application of the 1981 Act
28. Acquisition of subsoil and airspace only
29. Modification of Part 1 of the 1965 Act
30. Rights under or over streets
31. Temporary use of land for carrying out the authorised development
32. Temporary use of land for maintaining the authorised development
33. Statutory undertakers
34. Apparatus and rights of statutory undertakers in streets
35. Recovery of costs of new connections
36. Compulsory acquisition of land – incorporation of the mineral code

PART 6

MISCELLANEOUS AND GENERAL

37. Deemed marine licence
 38. Application of landlord and tenant law
 39. Operational land for purposes of the 1990 Act
 40. Defence to proceedings in respect of statutory nuisance
 41. Protection of interests
 42. Saving for Trinity House
 43. Crown Rights
 44. Procedure in relation to certain approvals
 45. Certification of plans etc.
 46. Service of notices
 47. Arbitration
 48. Funding for compulsory acquisition compensation
- Signature

SCHEDULES

SCHEDULE 1 — AUTHORISED DEVELOPMENT

SCHEDULE 2 — REQUIREMENTS

1. Commencement of the authorised development

2. Notice of start and completion of commissioning
3. Detailed design
4. Landscape and biodiversity protection management and enhancement
5. Public rights of way and access land management
6. External lighting
7. Highway accesses
8. Means of enclosure
9. Site security
10. Fire prevention
11. Surface and foul water drainage
12. Flood risk mitigation
13. Contaminated land and groundwater
14. Archaeology
15. Protected species
16. Construction environmental management plan
17. Protection of highway surfaces
18. Construction traffic management plan
19. Construction workers travel plan
20. Construction hours
21. Control of noise - construction
22. Control of noise - operation
23. Piling and penetrative foundation design
24. Waste management on site - construction wastes
25. Restoration of land used temporarily for construction
26. Combined heat and power
27. Aviation warning lighting
28. Air safety
29. Local liaison group
30. Employment, skills and training plan
31. Carbon dioxide capture transfer and storage
32. Decommissioning
33. Requirement for written approval
34. Approved details and amendments to them
35. Amendments agreed by the relevant planning authority
36. Consultation with South Tees Development Corporation
37. Effluent nutrient nitrogen safeguarding scheme
38. Consultation with Sembcorp and TG entities

SCHEDULE 3 — AMENDMENTS OF THE YORK POTASH HARBOUR FACILITIES ORDER 2016

1. The York Potash Harbour Facilities Order 2016 is amended as...
2. In article 34 (protection of interests), for “11” substitute “12”....
3. After Schedule 11 insert new Schedule 12— SCHEDULE 12 FOR...

SCHEDULE 4 — STREETS SUBJECT TO STREET WORKS

SCHEDULE 5 — ACCESS

PART 1 — THOSE PARTS OF THE ACCESSES TO BE MAINTAINED BY THE HIGHWAY AUTHORITY

PART 2 — THOSE PARTS OF THE ACCESSES TO BE MAINTAINED BY THE STREET AUTHORITY

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

SCHEDULE 6 — TEMPORARY STOPPING UP OF STREETS, PUBLIC RIGHTS OF WAY AND ACCESS LAND

PART 1 — THOSE PARTS OF THE STREET TO BE TEMPORARILY STOPPED UP

PART 2 — THOSE PUBLIC RIGHTS OF WAY TO BE TEMPORARILY STOPPED UP

PART 3 — THOSE PARTS OF THE ACCESS LAND WHERE PUBLIC ACCESS MAY BE TEMPORARILY SUSPENDED

SCHEDULE 7 — LAND IN WHICH NEW RIGHTS ETC. MAY BE ACQUIRED

1. Interpretation

SCHEDULE 8 — MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS AND IMPOSITION OF NEW RESTRICTIVE COVENANTS

Compensation enactments

1. The enactments for the time being in force with respect...
2. (1) Without limitation to the scope of paragraph 1, the...
3. (1) Without limitation on the scope of paragraph 1, the...

Application of Part 1 of the 1965 Act

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946)...
5. (1) The modifications referred to in paragraph 4(a) are as...

SCHEDULE 9 — LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

SCHEDULE 10 — DEEMED MARINE LICENCE UNDER THE 2009 ACT: PROJECT A

PART 1 — LICENSED ACTIVITIES

1. (1) In this licence— “the 2004 Act” means the Energy...
2. Details of licensed activities
3. The relevant undertaker may engage in the licensed activities related...
4. The coordinates for the disposal sites notified to the MMO...
5. The coordinates in Table 9 and Table 10 are defined...
6. This licence remains in force until the authorised development has...
7. The provisions of section 72 (variation, suspension, revocation and transfer)...
8. With respect to any condition which requires the licensed activities...

PART 2 — CONDITIONS

9. General
10. Notifications and Inspections
11. Pre-construction
12. (1) The relevant undertaker must submit a CEMP covering the...
13. (1) A marine method statement must be submitted to the...
14. Reporting of engaged agents, contractors and vessels
15. Written scheme of archaeological investigation
16. Construction, Operation and Maintenance
17. The storage, handling, transport and use of fuels, lubricants, chemicals...
18. The relevant undertaker must— (a) not discharge waste concrete slurry...
19. During licensed activities all wastes must be stored in designated...

20. (1) Vibratory or drilled “pin” piling must be used as...
21. (1) In the event that any rock material is misplaced...
22. UXO Clearance
23. Post Construction
24. Disposal
25. The relevant undertaker must ensure dredge arisings are disposed of...
26. The material to be disposed of within the disposal site...
27. The combined total volume of material for disposal at each...
28. Provision of Information
29. Amendments to plans etc.
30. Maximum parameters
31. Safety Management
32. Provision of Information

SCHEDULE 11 — DEEMED MARINE LICENCE UNDER THE 2009 ACT:
PROJECT B

PART 1 — LICENSED ACTIVITIES

1. (1) In this licence— “the 2004 Act” means the Energy...
2. Details of licensed activities
3. The relevant undertaker may engage in the licensed activities related...
4. The coordinates for the disposal sites notified to the MMO...
5. The coordinates in Table 11 and Table 12 are defined...
6. This licence remains in force until the authorised development has...
7. The provisions of section 72 (variation, suspension, revocation and transfer)...
8. With respect to any condition which requires the licensed activities...

PART 2 — CONDITIONS

9. General
10. Notifications and Inspections
11. Pre-construction
12. (1) The relevant undertaker must submit a CEMP covering the...
13. (1) A marine method statement must be submitted to the...
14. Reporting of engaged agents, contractors and vessels
15. Written scheme of archaeological investigation
16. Construction, Operation and Maintenance
17. The storage, handling, transport and use of fuels, lubricants, chemicals...
18. The relevant undertaker must— (a) not discharge waste concrete slurry...
19. During licensed activities all wastes must be stored in designated...
20. (1) Vibratory or drilled “pin” piling must be used as...
21. (1) In the event that any rock material is misplaced...
22. UXO Clearance
23. Post Construction
24. Disposal
25. The relevant undertaker must ensure that only inert material of...
26. The material to be disposed of within the disposal site...
27. The volume of material for disposal at each of the...
28. Provision of Information
29. Amendments to plans etc.
30. Maximum parameters
31. Safety Management
32. Provision of Information

SCHEDULE 12 — PROTECTIVE PROVISIONS

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

PART 1 — FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in...
2. In this Part— “alternative apparatus” means alternative apparatus adequate to...
3. Precedence of the 1991 Act in respect of apparatus in the streets
4. Regardless of the temporary prohibition or restriction of use of...
5. No acquisition etc. except by agreement
6. Removal of apparatus
7. Facilities and rights for alternative apparatus
8. Retained Apparatus
9. Expenses and costs
10. (1) Subject to sub-paragraphs (2) and (3), if by reason...
11. Enactments and agreements

PART 2 — FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

12. (1) For the protection of any operator, the following provisions...
13. The exercise of the powers of article 33 (statutory undertakers)...
14. (1) Subject to sub-paragraphs (2) to (4), if as the...
15. This Part of this Schedule does not apply to—
16. Nothing in this Part affects the provisions of any enactment...

PART 3 — FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION AS ELECTRICITY UNDERTAKER

17. Application
18. Interpretation
19. On Street Apparatus
20. Apparatus of National Grid in streets subject to temporary stopping up
21. Protective works to buildings
22. Removal of apparatus
23. Facilities and rights for alternative apparatus
24. Retained apparatus
25. Expenses
26. Indemnity
27. Enactments and agreements
28. Co-operation
29. Access
30. Arbitration
31. Notices

PART 4 — FOR THE PROTECTION OF NATIONAL GAS TRANSMISSION PLC AS GAS UNDERTAKER

32. Application
33. Interpretation
34. On Street Apparatus
35. Apparatus of National Gas in streets subject to temporary stopping up
36. Protective works to buildings
37. Removal of apparatus
38. Facilities and rights for alternative apparatus
39. Retained apparatus
40. Expenses
41. Indemnity
42. Enactments and agreements
43. Co-operation
44. Access

45. Arbitration
46. Notices
 - PART 5 — FOR THE PROTECTION OF AIR PRODUCTS PLC
47. For the protection of Air Products the following provisions have...
48. In this Part— “Air Products” means Air Products Public Limited...
49. Precedence of the 1991 Act in respect of apparatus in streets
50. Regardless of the temporary prohibition or restriction of use of...
51. No acquisition etc. except by agreement
52. Removal of apparatus
53. Facilities and rights for alternative apparatus
54. Retained Apparatus
55. Expenses and costs
56. (1) Subject to sub-paragraphs (2) and (3), if by reason...
57. Enactments and agreements
 - PART 6 — FOR THE PROTECTION OF CATS NORTH SEA LIMITED
58. For the protection of CATS, the following provisions have effect,...
59. In this Part of this Schedule— “CATS” means CATS North...
60. Consent under this Part
61. No works comprising any part of the authorised development within...
62. (1) Any approval of CATS required under paragraph 61 must...
63. Where formal consent is required under the CATS requirements for...
64. Compliance with the CATS requirements
65. No explosives for blasting are to be used within 400...
66. Monitoring for damage to pipelines
67. (1) If any damage occurs to a CATS pipeline causing...
68. Indemnity
69. Costs
70. Arbitration
 - PART 7 — FOR THE PROTECTION OF CF FERTILISERS UK LIMITED
71. For the protection of CF Fertilisers, the following provisions have...
72. In this Part of this Schedule— “alternative apparatus” means alternative...
73. Precedence of the 1991 Act in respect of apparatus in streets
74. Regardless of the temporary prohibition or restriction of use of...
75. Removal of apparatus/access
76. Facilities and rights for alternative apparatus
77. Retained Apparatus
78. Consent under this Part
79. Before commencing any part of the authorised development which would...
80. No works comprising any part of the authorised development which...
81. Any approval of CF Fertilisers required under paragraph 80 must...
82. (1) The authorised development must be carried out in accordance...
83. Notices
84. Co-operation
85. Expenses and costs
86. (1) Subject to sub-paragraphs (2) and (3), if by reason...
87. Arbitration
 - PART 8 — FOR THE PROTECTION OF EXOLUM SEAL SANDS LTD AND EXOLUM RIVERSIDE LTD
88. For the protection of Exolum, the following provisions have effect,...
89. In this Part of this Schedule— “Exolum” means Exolum Seal...
90. Consent of restricted works under this Part
91. Prohibition of acquisition and interference
92. Cathodic protection testing

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

- 93. Expenses
 - 94. Indemnity
 - 95. Arbitration
- PART 9 — FOR THE PROTECTION OF INEOS NITRILES (UK) LIMITED
- 96. For the protection of INEOS, the following provisions have effect,...
 - 97. In this Part of this Schedule— “INEOS” means INEOS Nitriles...
 - 98. Consent under this Part
 - 99. No works comprising any part of the authorised development which...
 - 100. (1) Any approval of INEOS required under paragraph 99 must...
 - 101. Compliance with requirements, etc. applying to the INEOS operations
 - 102. Indemnity
 - 103. Arbitration
- PART 10 — FOR THE PROTECTION OF MARLOW FOODS LIMITED
- 104. For the protection of Marlow Foods, the following provisions have...
 - 105. In this Part of this Schedule— “Marlow Foods” means Marlow...
 - 106. Regulation of powers
 - 107. The undertaker must give to Marlow Foods not less than...
 - 108. Co-operation
 - 109. Indemnity
 - 110. Arbitration
- PART 11 — FOR THE PROTECTION OF RAILWAY INTERESTS
- 111. The provisions of this Part of this Schedule have effect,...
 - 112. (1) In this Part of this Schedule— “construction” includes execution,...
 - 113. (1) Where under this Part of this Schedule Network Rail...
 - 114. The undertaker must not under the powers of this Order...
 - 115. (1) The undertaker must before commencing construction of any specified...
 - 116. (1) Any specified work and any protective works to be...
 - 117. The undertaker must— (a) at all times afford reasonable facilities...
 - 118. Network Rail must at all times afford reasonable facilities to...
 - 119. (1) If any permanent or temporary alterations or additions to...
 - 120. The undertaker must repay to Network Rail all reasonable fees,...
 - 121. (1) In this paragraph— “EMI” means, subject to sub-paragraph (2),...
 - 122. (1) If at any time after the completion of a...
 - 123. The undertaker must not provide any illumination or illuminated sign...
 - 124. Any additional expenses which Network Rail may reasonably incur in...
 - 125. (1) The undertaker must pay to Network Rail all reasonable...
 - 126. Network Rail must, on receipt of a request from the...
 - 127. In the assessment of any sums payable to Network Rail...
 - 128. The undertaker and Network Rail may, subject in the case...
 - 129. Nothing in this Order, or in any enactment incorporated with...
 - 130. The undertaker must give written notice to Network Rail if...
 - 131. The undertaker must no later than 28 days from the...
- PART 12 — FOR THE PROTECTION OF NORTHERN POWERGRID (NORTHEAST) PLC
- 132. For the protection of Northern Powergrid (Northeast) Plc the following...
 - 133. In this Part of this Schedule— “alternative apparatus” means alternative...
 - 134. This Part of this Schedule does not apply to apparatus...
 - 135. Regardless of the temporary prohibition or restriction of use of...
 - 136. Regardless of any provision in this Order or anything shown...
 - 137. (1) If, in the exercise of the powers conferred by...
 - 138. (1) Where, in accordance with the provisions of this Part...
 - 139. (1) Not less than ninety days before starting the execution...

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

140. (1) Subject to the following provisions of this paragraph, the...
141. (1) Subject to sub-paragraphs (2) and (3), if by reason...
142. Nothing in this Part of this Schedule affects the provisions...
143. Without prejudice to the generality of the protective provisions in...
144. Northern Powergrid and the undertaker must use their reasonable endeavours...
145. Work in relation to which an estimate is submitted must...
146. If Northern Powergrid at any time becomes aware that an...
147. Northern Powergrid may from time to time and at least...
148. The undertaker is not responsible for meeting costs or expenses...
149. Any difference under the provisions of this Part of the...
150. Prior to carrying out any works within the Order limits...
- PART 13 — FOR THE PROTECTION OF NPL WASTE MANAGEMENT LIMITED
151. For the protection of NPL, the following provisions have effect,...
152. In this Part of this Schedule—“NPL” means NPL Waste...
153. Consent under this Part
154. No works comprising any part of the authorised development which...
155. Any approval of NPL required under paragraph 153 must not...
156. (1) The authorised development must be carried out in accordance...
157. Indemnity
158. Arbitration
- PART 14 — FOR THE PROTECTION OF PD TEESPORT LIMITED
159. For the protection of PD Teesport, the following provisions have...
160. In this Part of this Schedule—“PD Teesport” means PD...
161. Regulation of powers
162. Any approval of PD Teesport required under paragraph 160 must...
163. Regulation of powers in relation to Seal Sands Road
164. Regulation of powers in relation to South Gare Road
165. Consent under this Part
166. No works comprising any part of the authorised development which...
167. Any approval of PD Teesport required under paragraph 165 must...
168. The authorised development must be carried out in accordance with...
169. Where there has been a reference to an arbitrator in...
170. Indemnity
171. Arbitration
- PART 15 — FOR THE PROTECTION OF REDCAR BULK TERMINAL LIMITED
172. For the protection of RBT, the following provisions have effect,...
173. In this Part of this Schedule—“apparatus” means any mains,...
174. Regulation of powers
175. Any approval of RBT required under paragraph 173 must not...
176. Without limiting paragraph 174, it is not reasonable for RBT...
177. Interference with Apparatus and Access
178. Consent under this Part
179. No— (a) works comprising any part of the authorised development...
180. Any approval of RBT required under paragraph 178 must not...
181. Without limiting paragraph 179, it is not reasonable for RBT...
182. (1) The authorised development and activities on the wharf and...
183. Co-operation
184. The undertaker must pay to RBT— (a) a cost agreed...
185. Indemnity
186. Arbitration

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

PART 16 — FOR THE PROTECTION OF SABIC PETROCHEMICALS UK LIMITED

- 187. Benefit of protective provisions
- 188. Interpretation
- 189. Pipeline survey
- 190. Authorisation of works details affecting pipelines or protected crossing
- 191. No part of a relevant work is to be commenced...
- 192. (1) Any authorisation by SABIC required under paragraph 190(a) must...
- 193. (1) In the event that— (a) no response has been...
- 194. Notice of works
- 195. Further provisions about works
- 196. (1) All piling within 1.5 metres of the centreline of...
- 197. (1) Where excavation of trenches (including excavation by dredging) adjacent...
- 198. (1) Where a trench is excavated across or parallel to...
- 199. (1) A minimum clearance of 1500 millimetres must be maintained...
- 200. Monitoring for damage to pipelines
- 201. (1) If any damage occurs to a pipeline causing a...
- 202. Compliance with requirements, etc. applying to the protected land
- 203. Access for construction and maintenance
- 204. (1) In preparing a construction access plan under paragraph 202...
- 205. (1) No works affecting access rights over the access roads...
- 206. Insurance
- 207. (1) If SABIC has a dispute about the proposed insurance...
- 208. Costs
- 209. Further protection in relation to the exercise of powers under the Order
- 210. The undertaker, must when requested to do so by SABIC,...
- 211. Prior to the commencement of the authorised development the undertaker...
- 212. Arbitration

PART 17 — FOR THE PROTECTION OF THE SEMBCORP PROTECTION CORRIDOR

- 213. Extent of this Part
- 214. Interpretation of this Part
- 215. Separate approvals by third party owners or operators
- 216. Removal of apparatus
- 217. Alternative apparatus
- 218. Consent under this Part in connection with Sembcorp operations
- 219. The works referred to in paragraph 217 must not be...
- 220. Any approval of Sembcorp required under paragraph 218 must not...
- 221. (1) The authorised development must be carried out in accordance...
- 222. Insurance
- 223. Expenses
- 224. Indemnity
- 225. Participation in community groups
- 226. Notice of start and completion of commissioning
- 227. Arbitration
- 228. Additional Agreement

PART 18 — FOR THE PROTECTION OF ANGLO AMERICAN

- 229. Interpretation
- 230. The following definitions apply in this Part of this Schedule—...
- 231. Consent to works in the shared area
- 232. Co-operation
- 233. Regulation of works within the shared area

234. Regulation of powers over the shared area
235. Constructability Principles
236. Interface Design Process
237. Design Principles
238. Maintenance and Operational Principles
239. Miscellaneous provisions
240. Indemnity
241. Dispute Resolution
242. Any difference in relation to the provisions in this Part...
243. The fees of the expert appointed pursuant to paragraph 241(b)...
244. Where appointed pursuant to paragraph 241(b), the expert must—
245. The expert must consider where relevant— (a) the development outcomes...
246. Any determination by the expert is final and binding which...
PART 19 — FOR THE PROTECTION OF SUEZ RECYCLING AND RECOVERY UK LIMITED
247. For the protection of Suez, the following provisions have effect,...
248. In this Part of this Schedule— “the respective authorised developments”...
249. Consent under this Part
250. Before commencing any part of the authorised development which would...
251. No works comprising any part of the authorised development which...
252. Any approval of Suez required under paragraph 250 must not...
253. (1) The authorised development must be carried out in accordance...
254. Co-operation
255. Indemnity
256. Arbitration
PART 20 — FOR THE PROTECTION OF SOUTH TEES DEVELOPMENT CORPORATION
257. For the protection of South Tees Development Corporation, Teesworks Limited...
258. (1) In this Part of this Schedule— “AIL access route...
259. Consent for works
260. No works comprising any part of the authorised development including...
261. Any approval of the Teesworks entity required under paragraph 58...
262. The authorised development must be carried out in accordance with...
263. The undertaker must not exercise the powers under Article 14...
264. Co-operation
265. The undertaker must provide the Teesworks entity with information the...
266. (1) This paragraph applies insofar as— (a) the construction of...
267. Expenses
268. Indemnity
269. Provision for diversion works
270. If the undertaker intends to change the timing of the...
271. The Teesworks entity may issue a notice (a “diversion notice”)...
272. A diversion notice must set out— (a) the diversion work...
273. If a diversion notice is issued to the undertaker before...
274. In making the decision under paragraph 272 the undertaker must...
275. Where the undertaker gives an information notice to the Teesworks...
276. Where the undertaker notifies the Teesworks entity under paragraph 272(b)...
277. If the undertaker issues an information notice to the Teesworks...
278. If the Teesworks entity submits further information to the undertaker...
279. If the undertaker issues notice to the Teesworks entity under...
280. If the undertaker issues a notice under paragraph 272(a) the...

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

281. (1) Subject to sub-paragraphs (2) and (3), if a diversion...
282. If a reference is made to arbitration under paragraph 285...
283. Where the arbitrator determines that the terms of the diversion...
284. If— (a) a diversion works agreement is entered into within...
285. (1) If— (a) no diversion notice is issued by the...
286. Arbitration
287. Interpretation
288. Where a notice or information is provided by the undertaker...
- PART 21 — FOR THE PROTECTION OF THE BREAGH PIPELINE OWNERS
289. For the protection of the Breagh Pipeline Owners, the following...
290. In this Part of this Schedule— “Breagh Pipeline” means the...
291. Consent under this Part
292. No works comprising any part of the authorised development which...
293. (1) Any approval of the Breagh Pipeline Owners required under...
294. Compliance with requirements, etc. applying to the Breagh Pipeline and the Breagh Pipeline Operations
295. Indemnity
296. Arbitration
- PART 22 — FOR THE PROTECTION OF TEESSIDE WINDFARM LIMITED
297. For the protection of Teesside Windfarm, the following provisions have...
298. In this Part of this Schedule— “restricted works” means works...
299. Consent under this Part
300. Particularly in respect of the restricted works, the undertaker must...
301. No works comprising any part of the authorised development which...
302. Any approval of Teesside Windfarm required under paragraph 300 must...
303. (1) The authorised development must be carried out in accordance...
304. Indemnity
305. Arbitration
- PART 23 — FOR THE PROTECTION OF HUNTSMAN POLYURETHANES (UK) LIMITED
306. Benefit of protective provisions
307. Interpretation
308. Pipeline survey
309. Authorisation of works details affecting pipelines or protected crossing
310. No part of a relevant work is to be commenced...
311. (1) Any authorisation by HPU required under paragraph 309(a) must...
312. (1) In the event that— (a) no response has been...
313. Notice of works
314. Further provisions about works
315. (1) All piling within 1.5 metres of the centreline of...
316. (1) Where excavation of trenches (including excavation by dredging) adjacent...
317. (1) Where a trench is excavated across or parallel to...
318. (1) A minimum clearance of 1500 millimetres must be maintained...
319. Monitoring for damage to pipelines
320. (1) If any damage occurs to a pipeline causing a...
321. Compliance with requirements, etc. applying to the protected land
322. Access for construction and maintenance
323. (1) In preparing a construction access plan under paragraph 321...
324. (1) No works affecting access rights over the access roads...
325. Insurance
326. If HPU has a dispute about the proposed insurance (including...

327. Costs
328. Further protection in relation to the exercise of powers under the Order
329. The undertaker, must when requested to do so by HPU,...
330. Prior to the commencement of the authorised development the undertaker...
331. Arbitration
PART 24 — FOR THE PROTECTION OF NAVIGATOR TERMINALS SEAL SANDS LIMITED
332. For the protection of Navigator Terminals, the following provisions have...
333. In this Part of this Schedule— “Navigator Terminals” means Navigator...
334. Consent under this Part
335. No works comprising any part of the authorised development which...
336. Any approval of Navigator Terminals required under paragraph 334 must...
337. (1) The authorised development must be carried out with good...
338. Indemnity
339. Arbitration
PART 25 — FOR THE PROTECTION OF NORTHUMBRIAN WATER LIMITED
340. For the protection of NW, the following provisions, unless otherwise...
341. In this Part of this Schedule— “alternative apparatus” means alternative...
342. The undertaker must not within the standard protection strips interfere...
343. The alteration, extension, removal or re-location of any apparatus shall...
344. In the situation, where in exercise of the powers conferred...
345. Regardless of any provision in this Order or anything shown...
346. If in consequence of the exercise of the powers conferred...
347. If in consequence of the exercise of the powers conferred...
348. (1) Subject to sub-paragraphs (2) and (3), if for any...
349. Any dispute arising between the undertaker and NW under this...
350. (1) Where in consequence of the proposed construction of any...
351. Prior to carrying out any works within the Order Limits...
PART 26 — FOR THE PROTECTION OF NORTHERN GAS NETWORKS LIMITED
352. Application
353. Interpretation
354. Except for paragraphs 354 (apparatus of statutory undertaker in stopped...
355. Apparatus of statutory undertaker in stopped up streets
356. Acquisition of land
357. Removal or diversion of apparatus
358. Facilities and rights for alternative apparatus
359. Retained apparatus: protection
360. Expenses
361. Indemnity
362. Enactments and agreements
363. Co-operation
364. Access
365. Arbitration
366. Works falling outside of development authorised by the Order
367. Cathodic protection testing
PART 27 — FOR THE PROTECTION OF NORTH TEES LIMITED, NORTH TEES RAIL LIMITED AND NORTH TEES LAND LIMITED
368. For the protection of the NT Group (as defined below),...
369. In this Part of this Schedule— “NTL” means North Tees...
370. Consent under this Part
371. Indemnity

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

- 372. Arbitration
- 373. Apparatus
 - PART 28 — FOR THE PROTECTION OF TEESSIDE GAS & LIQUIDS PROCESSING, TEESSIDE GAS PROCESSING PLANT LIMITED & NORTHERN GAS PROCESSING LIMITED
- 374. For the protection of TGLP, TGPP and NGPL, the following...
- 375. In this Part of this Schedule— “alternate access agreement” means...
- 376. No relevant works are to be commenced until the design...
- 377. Following approval or deemed approval of the design package, the...
- 378. The undertaker will design and carry out or will procure...
 - Approval Process
- 391. Approval Principles: Relevant Works Package A
- 392. Subject to paragraph 393, below, it shall be reasonable for...
- 393. It will be unreasonable for the NSMP entity to withhold...
- 394. The undertaker and the NSMP entity must, in carrying out...
- 395. Approval Principles: Relevant Works Package B
- 396. The undertaker and the NSMP entity must, in carrying out...
- 397. Compliance with requirements, etc. applying to the NSMP operations
- 398. In undertaking any works in relation to the NSMP operations...
- 399. For the benefit of NSMP, the undertaker must not exercise...
- 400. Indemnity
- 401. Arbitration
- 402. Access to plots 110, 112, 113 or 114
- 403. The undertaker must not use plots 103 or 108 to...
- 404. Where an alternate access agreement has been concluded, reference to...

SCHEDULE 13 — PROCEDURE FOR DISCHARGE OF REQUIREMENTS

- 405. In this Schedule— “requirement consultee” means any body named in...
- 406. Applications made under a Requirement
- 407. Further information and consultation
- 408. Fees
- 409. Appeals

SCHEDULE 14 — DOCUMENTS AND PLANS TO BE CERTIFIED

SCHEDULE 15 — DESIGN PARAMETERS

Explanatory Note