

SCHEDULE 7 REPRESENTATIVES

Part 1 Department's Agent

1. The Department's Agent will perform the following functions until the issue of the Completion Certificate:
 - 1.1 resolve any ambiguity or discrepancy in accordance with Clause 2.1 (Ambiguities);
 - 1.2 monitor the design, construction, completion, commissioning, testing and maintenance of the Works by means of the system of inspection, testing, certification and review set out, inter alia, in Clauses 10 (Design and Construction), 12 (Inspection and Completion), 24.2 (Audit), 25 (Monitoring of Performance), Part 3 of Schedule 4 (Design and Certification Procedure), and Part 3 of Schedule 7 (Review Procedure);
 - 1.3 audit the DBFO Co's quality management system in accordance with Clause 22 (Quality Management) and monitor and verify the operation of such system by, inter alia, carrying out spot checks and making independent inspections and tests of any Plant or material which fails any test or is suspected of not complying with the requirements of this Agreement;
 - 1.4 review and, where appropriate, comment upon the Quality Documentation and any additional parts of or changes to the Quality Documentation submitted by the DBFO Co in accordance with Clause 22 (Quality Management) and periodically review the Quality Documentation with the DBFO Co;
 - 1.5 monitor and review programmes prepared by the DBFO Co or the Contractor, including the Programme and the Works Programme, and all amended or varied versions thereof, and require reports or revised Programmes in accordance with Clause 11.2 (Variations to Programme) and revised Works Programmes in accordance with Clause 11.3 (Preparation of Works Programme);
 - 1.6 agree with the DBFO Co the form of and receive from the DBFO Co the reports referred to in Part 2 of Schedule 14 (including without limitation monthly progress reports and such other reports as may be required to comply with the Requirements of Interested Parties) and any other reports or information provided by the DBFO Co and, where appropriate, object to such reports;
 - 1.7 inspect and audit the records referred to in Part 1 of Schedule 14 and agree procedures for the back-up and off-site storage of such records and any computerised data;
 - 1.8 monitor and review the obtaining by the DBFO Co of consents and approvals from Relevant Authorities and compliance by the DBFO Co with the Requirements of Interested Parties;
 - 1.9 monitor the implementation of the environmental mitigation measures and the Requirements of Interested Parties;

- 1.10 request Department's Changes where the Secretary of State so instructs and receive and negotiate on behalf of the Secretary of State consequential applications by the DBFO Co relating to additional payment, and countersign Department's Change Certificates;
- 1.11 notify the DBFO Co when in the opinion of the Department's Agent a DBFO Co's Change is required in order that the DBFO Co will comply with its obligations under this Agreement;
- 1.12 receive and deal with all relevant matters submitted in accordance with the Review Procedure, including without limitation requests for a DBFO Co's Change;
- 1.13 receive notification of discovery of any Fossils and Antiquities and give instructions to the DBFO Co as to the manner of dealing with the same;
- 1.14 receive details of, review and where appropriate comment on construction related insurances in accordance with Clause 19.1.2;
- 1.15 receive policies or other documents relating to insurances and evidence of insurances in accordance with Clause 19.2 (Policies and Copies) and receive renewal certificates relating to insurances in accordance with Clause 19.4 (Renewal Certificates);
- 1.16 inspect the register of insurance claims kept by the DBFO Co in accordance with Clause 19.6 (Claims);
- 1.17 receive and where applicable respond to proposed amendments to the Project Documents in accordance with Clause 2.3.2 or any appointment of or change in the identity of the Contractor, Designer, Checker, Testing Contractor, Archaeologist, Landscape Architect, Landscape Manager or Ecologist;
- 1.18 receive or give any notice in accordance with Clause 25 (Monitoring of Performance) and take any actions in respect of any such notice or any remedial measures;
- 1.19 receive and deal with all relevant matters submitted in respect of any Eligible Change in accordance with Schedule 12;
- 1.20 receive and deal with all relevant matters in respect of a claim of Force Majeure;
- 1.21 liaise with the DBFO Co as required by any Liaison Procedure;
- 1.22 perform those functions under the Department's Standards which by the Construction Requirements are to be carried out by the Department's Agent;
- 1.23 receive notification of the discovery of protected species and how the DBFO Co intends to deal with them;
- 1.24 receive and consider any certificates of compliance required by the Construction Requirements; and

- 1.25 monitor the activities referred to in Schedule 22 and give, receive, and, where applicable, respond to notices in accordance with Schedule 22.
 - 1.26 Not used.
 - 1.27
 - (i) exercise the rights and perform the obligations of the Secretary of State under the Railtrack Works Agreement as agreed between the Secretary of State and the Department's Agent from time to time, other than where the DBFO Co is appointed to exercise such rights and perform such obligations under Clause 50.6.1 (Railtrack Works Agreement) and Schedule 6, Part 1, Annex 1, paragraph 3; and
 - (ii) monitor the performance of the DBFO Co under the Railtrack Appointment.
2. The Department's Agent will or will continue to perform the following further functions during each of the stages of the Project noted below:
- 2.1 From the date of this Agreement to the Commencement Date, consider and decide on requests:
 - 2.1.1 in relation to any Investigation in accordance with Clause 6.2 (Investigations and Surveys);
 - 2.1.2 to carry out preparatory works in accordance with Clause 6.3 (Other Preparatory Works);
 - 2.1.3 to have works carried out by Relevant Authorities in accordance with Clause 6.4 (Works by Relevant Authorities).
 - 2.2 From the Commencement Date to the issue of the Completion Certificate:
 - 2.2.1 attend monthly site and other progress meetings and receive and review minutes and reports;
 - 2.2.2 review where appropriate reports and records of safety, health and welfare, damage to persons and to property;
 - 2.2.3 receive, consider and decide applications by the DBFO Co and other matters relating to delay under Clause 11.6 (Delay);
 - 2.2.4 receive and consider applications for the issue of the Permit to Use, make all necessary inspections of the Project Facilities, and issue the Permit to Use when appropriate;
 - 2.2.5 receive and consider applications for issue of a Completion Certificate, make all necessary inspections of the Project Facilities and issue a Completion Certificate when appropriate;
 - 2.2.6 receive and consider applications for issue of a Taking Over Certificate, make all necessary inspections of the Local Facilities and issue a Taking Over Certificate when appropriate;

- 2.2.7 receive, consider and decide applications in respect of Traffic Signs and other signs and take other actions required in accordance with Clause 15 (Signing and Communications);
- 2.2.8 receive reports in accordance with Clause 28.3.9 and receive copies of permissions, consents, directions, proceedings (including without limitation any appeals) and notices in accordance with Clause 28.3.10;
- 2.2.9 receive reports in accordance with Clause 27.4.8 and receive copies of consents, directions and notices in accordance with Clause 27.4.9 and Parts 2 and 3 of Schedule 19; and
- 2.2.10 receive, review and deal with all relevant matters in respect of a Deemed Department's Change Notice in accordance with Clause 34.2 (Deemed Department's Change).

SCHEDULE 7 REPRESENTATIVES

Part 2 Department's Representative

The Department's Representative will perform the following functions:

1. resolve any ambiguity or discrepancy in accordance with Clause 2.1 (Ambiguities);
2. monitor the operation and maintenance of the Project Facilities by means of the system of inspection, testing, surveys, certification and review set out, inter alia, in Clauses 13 (Operation and Maintenance), 14 (Traffic Management), 15 (Signing and Communications), 24.2 (Audit), and 25 (Monitoring of Performance) and Part 3 of Schedule 7 (Review Procedure);
3. receive, consider and decide applications by the DBFO Co for revisions to or substitutions for the O&M Requirements;
4. receive and deal with any request by the DBFO Co for Lane Closures and give to the DBFO Co notice of lane closures affecting the Connecting Roads in accordance with Clause 14 (Traffic Management);
5. receive, consider and decide applications in respect of Traffic Signs or notification signs in accordance with Clause 15 (Signing and Communications);
6. receive notification of discovery of any Fossils and Antiquities and give instructions to the DBFO Co as to the manner of dealing with the same;
7. receive evidence of, review and where appropriate comment on operations insurances in accordance with Clause 19.1.2;
8. receive policies or other documents relating to insurances and evidence of insurances in accordance with Clause 19.2 (Policies and Copies) and receive renewal certificates relating to insurances in accordance with Clause 19.4 (Renewal Certificates);
9. inspect the register of insurance claims kept by the DBFO Co in accordance with Clause 19.6 (Claims);
10. audit the DBFO Co's quality management system in accordance with Clause 22 (Quality Management) and monitor and verify the operation of such system by, inter alia, carrying out spot checks and making independent inspections;
11. review and, where appropriate, comment upon the Quality Documentation and any parts of or changes to the Quality Documentation submitted by the DBFO Co in accordance with Clause 22 (Quality Management) and periodically review the Quality Documentation with the DBFO Co;
12. agree with the DBFO Co the form of and receive from the DBFO Co the reports referred to in Part 2 of Schedule 14 (including without limitation Monthly Reports and Annual Reports and the DBFO Co 5 Year Management Plan) and any other reports or information provided by the DBFO Co and, where appropriate, object to such reports;

13. inspect and audit the records referred to in Part 1 of Schedule 14 and agree procedures for the back-up and off-site storage of such records and any computerised data;
14. monitor and review the obtaining by the DBFO Co of consents and approvals from Relevant Authorities and compliance by the DBFO Co with the Requirements of Interested Parties;
15. monitor the implementation of the environmental mitigation measures and the Requirements of Interested Parties;
16. request Department's Changes and Additional Works where the Secretary of State so instructs and receive and negotiate on behalf of the Secretary of State consequential applications by the DBFO Co relating to additional payment, and countersign Department's Change Certificates;
17. receive and deal with all relevant matters submitted in accordance with the Review Procedure;
18. receive and where applicable respond to proposed amendments to the Project Documents in accordance with Clause 2.3.2 or any appointment of or change in the identity of the Operator, Archaeologist, Landscape Manager or Ecologist;
19. receive or give any notice in accordance with Clause 25 (Monitoring of Performance) and take any actions in respect of any such notice or any remedial measures;
20. negotiate with the DBFO Co the need for or location of any Measurement Points in accordance with Clause 30.2 (Measurement Points) and receive and deal with any notice of installation or replacement of any Measuring Equipment including notices given under Clause 6.3 (Other Preparatory Works) in respect of Measuring Equipment;
21. monitor the measurement of traffic by means of the system of inspections, verifications, testing, surveys, certification, review and correction of defects set out, inter alia, in Clauses 30.4 (Verification), 30.6 (Inspection and Auditing) and 30.7 (Correction of Defects);
22. receive and deal with all relevant matters submitted in accordance with any Eligible Change in accordance with Schedule 12;
23. receive and deal with all relevant matters in respect of a claim of Force Majeure;
24. receive and review the Termination Accounts and negotiate on behalf of the Secretary of State the amount of any compensation payable under Clause 43 (Compensation on Termination);
25. receive and as instructed by the Secretary of State deal with any request by the DBFO Co in respect of a Subsequent Scheme or an Improvement;
26. liaise with the DBFO Co as required by any Liaison Procedure;
27. review where appropriate reports and records of safety, health and welfare, damage to persons and to property;

28. participate in any Initial, Second or Handback Inspection and exercise the other functions specified in Clause 18 (Handback);
29. receive, consider and decide upon any applications for approval of any matters referred to in the O&M Requirements as requiring his approval;
30. perform such other functions as may be ascribed to the Department's Representative under the O&M Requirements;
31. receive reports in accordance with Clause 27.4.8 and receive copies of consents, directions and notices in accordance with Clause 27.4.9 and Parts 2 and 3 of Schedule 19;
32. receive reports in accordance with Clause 28.3.9 and receive copies of permissions, consents, directions, proceedings (including without limitation any appeals) and notices in accordance with Clause 28.3.10;
33. receive, review and deal with all relevant matters in respect of a Deemed Department's Change Notice in accordance with Clause 34.2 (Deemed Department's Change);
34. monitor the activities referred to in Schedule 22 and give, receive and, where applicable, respond to notices in accordance with Schedule 22;
35.
 - (i) exercise the rights and perform the obligations of the Secretary of State under the Britannia Bridge Agreement as agreed between the Secretary of State and the Department's Representative from time to time, other than where the DBFO Co is appointed to exercise such rights and perform such obligations under Clause 50.5.1 (Britannia Bridge Agreement) and Schedule 6, Part 1, Annex 1, paragraph 2; and
 - (ii) monitor the performance of the DBFO Co under the Appointment; and
36.
 - (i) following the issue of the Completion Certificate exercise the rights and perform the obligations of the Secretary of State under the Railtrack Works Agreement as agreed between the Secretary of State and the Department's Representative from time to time, other than where the DBFO Co is appointed to exercise such rights and perform such obligations under Clause 50.6.1 (Railtrack Works Agreement) and Schedule 6, Part 1, Annex 1, paragraph 3; and
 - (ii) monitor the performance of the DBFO Co under the Railtrack Appointment.

SCHEDULE 7 REPRESENTATIVES

Part 3 Review Procedure

1. REVIEW PROCEDURE

A submission by or through the DBFO Co pursuant to Clause 46.1 (Review Procedure) shall be made to the Department's Nominee, accompanied by the proposed document (including any Design Data) or statement of a proposed course of action, and the following procedure shall apply:

- 1.1 The Department's Nominee shall as soon as practicable and in any event within 28 days (or such other period as may be specified in this Agreement for any particular case) return one copy of the relevant submission document endorsed "received" or (subject to paragraph 3 below) "received with comments" or (subject to paragraph 3 below) "comments" as appropriate. In the case of any submission document returned endorsed with "comments", the Department's Nominee may also transmit any such comments to the DBFO Co by fax.
- 1.2 The DBFO Co may proceed to implementation in the case of a submission document endorsed "received". The documents or proposed course of action accompanying a submission document endorsed "received with comments" shall be amended by the DBFO Co in accordance with such comments but need not be re-submitted to the Department's Nominee. The documents or proposed course of action accompanying a submission document endorsed "comments" shall be revised by the DBFO Co and re-submitted to the Department's Nominee together with the relevant submission document, unless the DBFO Co disputes that any such comment is on grounds permitted by this Agreement, in which case either the DBFO Co or the Department's Nominee may refer the matter to the Disputes Resolution Procedure.
- 1.3 If the Department's Nominee fails to return any such submission document (including any re-submitted submission document) duly endorsed within 28 days (or such other period as may be specified in this Agreement for any particular case) of actual receipt thereof, then it shall be deemed to have returned such submission document to the DBFO Co marked "received".

For the avoidance of doubt, the Department's Nominee may, in reviewing any matter, refer such matter to the Secretary of State or any of his servants, agents, advisers or contractors or sub-contractors of any tier.

2. FURTHER INFORMATION

If the Department's Nominee so requires, the DBFO Co shall submit any further or other information, data and documents (including without limitation details of calculations and comments of the Designer and/or Checker) which may be required for a full appreciation of a submission under paragraph 1 and its implications, and shall take all such steps as may be required to satisfy the Department's Nominee that the proposed document or proposed course of action complies with this Agreement or is appropriate.

3. GROUNDS OF OBJECTION

The Department's Nominee may raise comments in relation to any submission in accordance with any express provision set out elsewhere in this Agreement or on the ground that the proposed document or course of action would be inconsistent with the Secretary of State's statutory duties or the provisions of this Agreement or in breach of any Legal Requirement or on the ground that the DBFO Co has not provided all information required in respect of such submission (and the Department's Nominee shall always be entitled to raise such comments on the foregoing grounds notwithstanding any provision in this Agreement which restricts his grounds for objection to any specific basis) and, in relation to the submissions set out below, may raise comments as follows:

- 3.1 in relation to a document or proposed course of action submitted to the Review Procedure pursuant to Clause 2.3.2, the Department's Nominee shall only be entitled to raise comments (provided that the making of such comments shall not be unreasonably withheld or delayed) if:
 - 3.1.1 the DBFO Co's ability to perform its obligations under this Agreement would be materially adversely affected by the adoption of such document or proposed course of action;
 - 3.1.2 the adoption of such document or proposed course of action would materially adversely affect any right of the Secretary of State under this Agreement or his ability to enforce any such right or to perform his obligations under this Agreement or to carry out any statutory function; or
 - 3.1.3 without limitation to paragraph 3.1.2, in respect of any proposed Funding Agreement or document or course of action in respect of any of the Funding Agreements, the adoption of such document or proposed course of action could increase any liability (present or future, actual or contingent) of the Secretary of State to the DBFO Co (including under Clause 43 (Compensation on Termination) but not where such increase in liability is a reasonably necessary consequence of an Eligible Change under Parts 2 to 5 of Schedule 12);
- 3.2 in relation to any notice served on the Department's Nominee in accordance with the provisions of Clause 6.3 (Other Preparatory Works) relating to preparatory works to be carried out during the Pre-Commencement Period (other than those set out in Schedule 21), the Department's Nominee shall be entitled to raise comments:
 - 3.2.1 in the case of a proposal to install any Measuring Equipment, only on the grounds set out in paragraph 3.7 below (as though such proposal were a proposal of a Schedule of Lane Closures in accordance with Clause 14.3 (Lane Closures)) or on the grounds set out in paragraph 3.11 below; or
 - 3.2.2 in any other case, in the absolute discretion of the Department's Nominee;

- 3.3 in relation to any submission in relation to any works by Relevant Authorities in accordance with Clause 6.4 (Works by Relevant Authorities) (other than those set out in Schedule 21), the Department's Agent may raise comments only as set out in Clause 6.4.4 and Clause 6.4.8;
- 3.4 in relation to a submission of a proposed DBFO Co's Change the Department's Agent may raise comments only on the grounds that:
- 3.4.1 the proposed DBFO Co's Change is not in accordance with Good Industry Practice;
 - 3.4.2 following the proposed DBFO Co's Change the Construction Requirements would be materially less likely to achieve compliance with the Core Construction Requirements than the Construction Requirements prior to such DBFO Co's Change or (as the case may be) the Communications Requirements would be materially less likely to achieve compliance with the Core Communications Requirements than the Communications Requirements prior to such DBFO Co's Change;
 - 3.4.3 following the proposed DBFO Co's Change the Works would not be of a standard of performance or value (to the Secretary of State) equal to or better than that of the Works required under the Construction Requirements and the Communications Requirements prior to such DBFO Co's Change provided that in the case of a proposed DBFO Co's Change to the vertical alignment of the New Road from that shown on the drawings listed in Section 5 of Part 5 of Schedule 4, without prejudice to any other ground under this paragraph 3.4 entitling the Department's Agent to raise comments in respect of such proposal, the Department's Agent may not raise comments on the ground that the value (to the Secretary of State) of the Works following the implementation of the proposed DBFO Co's Change would be less than that required under the Construction Requirements or the Communication Requirements prior to such DBFO Co's Change; or
 - 3.4.4 in the case of a DBFO Co's Change which may have an environmental impact or effect which differs from that set down in any Environmental Statement:
 - 3.4.4.1 the DBFO Co has failed to provide to the satisfaction of the Department's Agent environmental information to demonstrate that the environmental effects of the proposed DBFO Co's Change are equivalent or better for the environment than those set out in the relevant Environmental Statement(s);
 - 3.4.4.2 the DBFO Co has failed to ensure to the satisfaction of the Department's Agent that (a) the "appropriate environmental body", as defined Section 105A(6) of the Highways Act 1980, (b) the Environment Agency (c) any other relevant statutory authority and (d) any directly affected person have been or will be given an adequate

opportunity to give consideration to and express their views on the DBFO Co's Change which is proposed.

- 3.5 in relation to a submission of a revised Programme in accordance with Clause 11.2 (Variations to Programme) or a revised Works Programme in accordance with Clause 11.3 (Preparation of Works Programme), the Department's Agent may raise comments only on the grounds that compliance with the revised Programme or Works Programme:
 - 3.5.1 is not practicable; or
 - 3.5.2 would involve a breach by the DBFO Co of:
 - 3.5.2.1 the Requirements of Interested Parties;
 - 3.5.2.2 the Core Construction Requirements or the Core Communications Requirements;
 - 3.5.2.3 Clause 11.2.2 or Clause 11.4 (Works Programme); or
 - 3.5.2.4 any other obligation of the DBFO Co under this Agreement;
- 3.6 in relation to a submission of a proposed revision to or substitution for the O&M Requirements or the Communications Requirements, the Department's Representative may raise comments only on the grounds that:
 - 3.6.1 the proposed revision or substitution is not in accordance with Good Industry Practice; or
 - 3.6.2 the conduct of Operations in accordance with the proposed revision or substitution would be materially less likely to achieve compliance with the Core O&M Requirements or the Core Communications Requirements (as appropriate) or would provide for compliance to a lower standard or quality than the conduct of Operations in accordance with the O&M Requirements or the Communications Requirements prior to such proposed revision or substitution;
- 3.7 in relation to the submission of a Schedule of Lane Closures, the Department's Representative may raise comments in respect of a period of Lane Closure requested by the DBFO Co only if:
 - 3.7.1 such Lane Closure would be inconsistent with any statutory duty of the Secretary of State (including as a highway authority, street authority or traffic authority);
 - 3.7.2 the rescheduling of such Lane Closure would materially ameliorate any adverse effect of such Lane Closure on traffic flow on the public highway network (whether or not the Secretary of State is the highway authority for the relevant portion of the public highway network); or

- 3.7.3 the duration of the requested period of Lane Closure materially exceeds the period reasonably required for the relevant works to be carried out;
- 3.8 in relation to a submission of a proposal in respect of the layout, location, type, size, colour and content of any Traffic Signs or other signs in accordance with the provisions of Clause 15.2 (New Signs) or any notification signs in accordance with Clause 15.5 (Notification Signs), the Department's Nominee may raise comments only on the grounds:
 - 3.8.1 (in respect of any Traffic Signs or notification signs) that the proposals or any of them do not satisfy the requirements of Clause 15.1 (Traffic Signs Provisions);
 - 3.8.2 (in respect of any such signs) of safety, taking into account, inter alia, the nature of the Project Road and the proposed location of the relevant sign; or
 - 3.8.3 (in respect of any Traffic Signs) of the efficiency of strategic routeing for the public highway network or any part thereof;
- 3.9 in relation to a submission in respect of the terms and conditions of any insurances in accordance with Clause 19.1.2, the Department's Nominee may raise comments only on the grounds that such insurances would not comply with any provision of Clause 19 (Insurance);
- 3.10 in relation to a submission of any Quality Documentation or part of any Quality Documentation or any changes to any Quality Documentation, the Department's Nominee may raise comments only on the grounds that such Quality Documentation, parts or changes or the Quality Management Systems which they reflect would not comply with the requirements referred to in Clause 22.1.2 or would otherwise be inconsistent with any provision of this Agreement;
- 3.11 in relation to a submission in respect of the installation or replacement of any component of the Measuring Equipment in accordance with Clause 30.3.5, the Department's Representative may raise comments only on the grounds that the proposed Measuring Equipment would not meet the specification set out in Section A of Part 1 of Schedule 17;
- 3.12 in relation to the submission of a proposal for any Improvement in accordance with Part 4 of Schedule 13, the Department's Representative may raise comments only on the grounds that:
 - 3.12.1 the safety of Users or others would be adversely affected;
 - 3.12.2 the utility of the Project Road to any class of Users would be adversely affected; or
 - 3.12.3 the Improvement would fail to meet the then current and relevant standards or requirements of the Secretary of State in relation to the design, construction, maintenance or operation of highways of the same character as the Project Road; and

3.13 in relation to any submission of Design Data in accordance with the Design and Certification Procedure, the Department's Nominee may raise comments only on the grounds that such Design Data:

3.13.1 is not in accordance with the Construction Requirements, the Communications Requirements or (where there are no applicable Construction Requirements or Communications Requirements) with Good Industry Practice; or

3.13.2 is not in accordance with the Core Construction Requirements or the Core Communications Requirements.

4. OPTIONAL STANDARDS

In respect of Department's Standards or other standards or specifications which are incorporated into the Construction Requirements or the Communications Requirements and which contain options from which a choice can be made, any choice by the DBFO Co of any one option set out in such standards or specifications shall satisfy the Construction Requirements or the Communications Requirements (as the case may be) in that regard (unless any such option is excluded or limited by the terms of the Construction Requirements or the Communications Requirements) and the Department's Agent shall not object to such choice (of such option) on that basis. If the DBFO Co has notified such choice to the Department's Agent and subsequently proposes to substitute another such option it shall request a DBFO Co's Change. If the Department's Agent requires an option set out in the above standards or specifications to be adopted which the DBFO Co has not chosen, he shall request a Department's Change.

5. NO OBJECTION

For the avoidance of doubt, a reference in this Agreement to there being "**no objection**" under the Review Procedure in relation to a particular matter means that such matter shall have been submitted in accordance with the provisions of this Part 3 of Schedule 7 and returned (or deemed returned) with an endorsement of "**received**" or returned with an endorsement "**received with comments**", in the latter case the matter having been amended in accordance with such comments.

6. ADHERENCE

Documents or courses of action the subject of a submission pursuant to paragraph 1 above and returned (or deemed to have been returned) endorsed:

6.1 "**received**" shall be adhered to; or

6.2 "**received with comments**" shall, once amended in accordance with the comments, be adhered to,

except to the extent that there has been no objection to any change or amendment thereto in accordance with the Review Procedure.

7. DBFO CO'S CHANGE CERTIFICATE

The Designer shall issue a DBFO Co's Change Certificate in respect of a DBFO Co's Change to which there has been no objection in accordance with the Review Procedure and the DBFO Co shall submit a copy of the DBFO Co's Change Certificate in duplicate to the Department's Agent who shall, as a matter of record only, return to the DBFO Co a receipted copy thereof.

8. STRATEGIES

8.1 Not later than 31 January 1999, the DBFO Co shall prepare and submit to the Secretary of State the following proposed strategies:

- 8.1.1 Treatment of Existing Vegetation - Outline Management Strategy (Appendix 1 to Annex 9 to Part 2 of Schedule 4);
- 8.1.2 Landscape Requirements - Outline Management Strategy (Appendix 1 to Annex 10 to Part 2 of Schedule 4);
- 8.1.3 Ecological Requirements - Outline Management Strategy (Appendix 1 to Annex 11 to Part 2 of Schedule 4);
- 8.1.4 DBFO Co's Outline Archaeological Strategy (Appendix 1 to Annex 13 to Part 2 of Schedule 4); and
- 8.1.5 Outline Landscape and Ecology Management Strategy (Annex 7/1 to Part 2 of Schedule 6).

8.2 Each proposed strategy shall be capable of:

- 8.2.1 achieving the Core Construction Requirements and the Core O & M Requirements (as relevant);
- 8.2.2 complying with the Construction Requirements and the O & M Requirements (as relevant) (insofar as they relate to landscaping, ecology and archaeology);

8.3 Each proposed strategy shall include, without limitation, the following information (as relevant):

- 8.3.1 an outline programme in respect of landscaping, ecology and archaeology for the design and construction phase;
- 8.3.2 an outline programme for the phasing of works to comply with the provisions of Section 7 of Part 2 of Schedule 6;
- 8.3.3 the proposed method, frequency and format of recording and reporting of the development of the Landscape Areas (as defined in Part 2 of Schedule 6); and
- 8.3.4 the quality management procedures to ensure:

8.3.4.1 compliance with the O & M Requirements in respect of landscaping and ecology; and

8.3.4.2 compliance with the Construction Requirements in respect of Archaeology

9. **MANAGEMENT PLANS**

9.1 Not later than 31 January 1999, the DBFO Co shall prepare and submit to the Secretary of State an initial DBFO Co's 5 Year Management Plan complying with the requirements of Part 3 of Schedule 14.

9.2 The initial DBFO Co's 5 Year Management Plan shall take into account Good Industry Practice.

10. **CONSULTATIONS AND REVISIONS**

10.1 Within 30 days after receipt by the Secretary of State of the DBFO Co's proposals pursuant to paragraphs 8 and 9 above, the Parties shall meet to discuss the proposed DBFO Co's strategies and DBFO Co's 5 Year Management Plan

10.2 The DBFO Co shall in good faith take into account any representations made by the Secretary of State in respect of the proposed DBFO Co's strategies and DBFO Co's 5 Year Management Plan. Within 21 days after the meeting referred to in paragraph 10.1 above, the DBFO Co shall give a further notice to the Secretary of State setting out such changes to the proposed DBFO Co's strategies and DBFO Co's 5 Year Management Plan as necessary in good faith to give effect to such representations or, if no such changes are required, confirming the DBFO Co's strategies and DBFO Co's 5 Year Management Plan as originally proposed.

BF298295.07

