

**SCHEDULE 8
THIRD PARTIES**

**Part 1
Relevant Authorities**

1.1 Government Departments

**Ministry of Defence
Defence Estate Organisation (Lands)**

DLA (Wales & North West)
Ministry of Defence
Defence Estate Organisation (Lands)
Copthorne Barracks
Copthorne Road
Shrewsbury
SY3 7LT

Tel: 01743 262598
Fax: 01743 262524

Welsh Office Agriculture Department

Penrallt
Caernarfon
Gwynedd
LL55 1EP

Tel: 01286 674144
Fax: 01286 677749

CADW

Crown Buildings
Cathays Park
Cardiff
CF1 3NQ

Tel: 01222 500200
Fax: 01222 826375

1.2 Local Authorities/Planning Authorities

Gwynedd Council

Secretary and Solicitor's Department
Council Offices
Caernarfon
Gwynedd
LL55 1SH

Tel: 01286 672255

Fax: 01286 673993

Chief Executive's Department
Council Offices
Caernarfon
Gwynedd
LL55 1SH

Tel: 01286 679002

Fax: 01286 673993

Highways and Engineering Department

Council Offices
Caernarfon
Gwynedd
LL55 1SH

Tel: 01286 679444

Fax: 01286 675961

Isle of Anglesey County Council

Llangefni
Anglesey
LL77 7TW

Tel: 01248 752300

Fax: 01248 724839

1.3 Public Bodies

The Coal Authority

Bretby Business Park
Ashby Road
Burton-on-Trent
Staffs
DE15 0DQ

Tel: 01283 553291

Fax: 01283 553251

Environment Agency

Llwyn Brain
Ffordd Penlan
Parc Menai
Bangor
Gwynedd
LL57 4DE

Tel: 01248 670770
Fax: 01248 670561

Welsh Development Agency

Unit 7
Glascoed Road
St Asaph Business Park
St Asaph
North Wales
LL17 0LJ

Tel: 01745 586208
Fax: 01745 586259

Countryside Council for Wales

Plas Penrhos
Ffordd Penrhos
Bangor
Gwynedd
LL57 2LQ

Tel: 01248 370444
Fax: 01248 355782

1.4 Statutory Undertakers**British Telecommunications plc**

Bangor Roadwork Planners
Room 15
TEC
Llandegai Industrial Estate
Bangor
LL57 4SS

For Technical Matters

Tel: 01248 362689
Fax: 01248 361257

SWAC

For Notices

Postpoint 318B
25 Pendwyallt Road
Coryton
Cardiff
CF4 7YR

Tel: 01222 525665
Fax: 01222 529708

National Power plc

Property Services (Northern Office)
The Business Park
Drax Power Station
PO Box 3
Selby
North Yorkshire
YO8 8PJ

For Llandegai to Llanfair PG

Tel: 01757 613861
Fax: 01757 613866

Windmill Hill Business Park
Whitehill Way
Swindon
Wiltshire
SN5 6PB

For Llanfair PG to Bryngwran

Tel: 01793 893299
Fax: 01793 893291

Estates (North)

Beckwith Knowle
Otley Road
Harrogate
North Yorkshire
HG3 1PS

For Bryngwran to Holyhead

Tel: 01423 703100
Fax: 01423 703101

Magnox Electric plc

Berkley Centre
Berkley
Gloucestershire
GL13 9PB

Tel: 01453 810451
Fax: 01453 812529

Welsh Water plc

Dwr Cymru Welsh Water
Northern Division
Area Office
Dinas
Llanwnda
Caernarfon
LL54 5UD

For Llandegai to Llanfair PG and
Llanfair PG to Bryngwran

Tel: 01248 351144
Fax: 01248 374123

Dwr Cymru Welsh Water
Northern Division
Penrhosgarnedd
Bangor
Gwynedd
LL57 2DJ

For Bryngwran to Holyhead

Tel: 01248 351144
Fax: 01248 355192

Manweb plc

Gwynedd District
St Helens Road
Caernarfon
Gwynedd
LL55 2YB

Tel: 01286 682191
Fax: 01286 682352

BG plc

TransCo
North Wales and The Marches
Marchwiel
Wrexham
LL13 0UW

Tel: 01978 263111
Fax: 01978 295021

The National Grid Company plc

North West Area
Howick Cross Lane
Penwortham
Preston
Lancashire
PR1 0NS

Tel: 01772 753200
Fax: 01772 753215

Energis Communications Ltd

Energis Street Works Office
Wealden House
Lewes Road
East Grinstead
West Sussex

RH19 3TT

Tel: 01342 300386

Fax: 01342 300387

Railtrack Plc

North West Zone

Rail House

Store Street

Manchester

M60 7RT

Tel: 0161 228 8861

Fax: 0161 228 8805

Cable & Wireless

(formerly Mercury Communications Limited)

Utilities Department

Cable & Wireless

Waterside House

Waterside Park

Longshot Lane

Bracknell

Berkshire

RG12 1XL

Tel: 01344 713856

Fax: 01344 713211

British Pipeline Agency

Aldermaston Control Centre

Silver Lane

Padworth

Woolhampton

Berkshire

Tel: 0118 9712518

Power Gen

Westwood Way

Westwood Business Park

Coventry

CV4 8LG

Civil Aviation Authority

Directorate of Aerodrome Standards

Aviation House

2nd Floor, West Wing

South Area

Gatwick Airport
West Sussex
RH6 0YR

1.5 Emergency Services

North Wales Police

Police Headquarters
Glan-y-Don
Colwyn Bay
Conwy
LL29 8AW

Tel: 01492 517171
Fax: 01492 511232

Traffic Division
Western Traffic Operations
Llandygai
Bangor
Gwynedd
LL57 4BG

Tel: 01286 684982 (Traffic Management Officer)

For traffic and traffic
management matters

North Wales Fire Service

West Division Headquarters
Llanberis Road
Caernarfon
Gwynedd
LL55 2DF

Tel: 01286 673811
Fax: 01286 677376

North Wales Ambulance Service NHS Trust

Divisional Office
Bodfan
Eryri Hospital
Caernarfon
Gwynedd
LL55 2YE

Tel: 01286 674811
Fax: 01286 674696

**SCHEDULE 8
THIRD PARTIES**

**Part 2
Other Interested Parties**

1. All owners, reputed owners, lessees, reputed lessees and occupiers who are referred to in the Schedules to the Compulsory Purchase Order listed in Part 4 of Schedule 3 of this Agreement.
2. All occupiers and owners of interests in land adjoining the Existing Road.
3. Any other person who may be affected by the carrying out of the Operations including, without limitation, the following persons:

Name & Address(es):

Valley Community Council

6 Lon Traeth
Penrodyn
Valley
Holyhead
Ynys Môn
LL65 3BH

Tel: 01407 741859 (Clerk: Mr R J Rowlands)

Llanfair Yn Neubwll Community Council

Pen y Bonc
Caergelliog
Holyhead
Anglesey
LL65 3NY

Tel: 01407 741075 (Clerk: Mrs D C Owen)

Trearddur Community Council

Heddfan
Niwbwrch
Llanfairpwll
Ynys Môn
LL61 6TN

Tel: 01248 440611 (Clerk: Mr G D Evans)

[Health & Safety Executive](#)

31 Chester Street
Wrexham
Clwyd
LL13 8AN

Tel: 01978 290500
Fax 01978 355669

HM Principal District Inspector of Mines
Health & Safety Executive
Room 615, St Annes House
University Road
Bootle
Merseyside
L20 3RA (Contact: [H C Evans](#))

[Gwynedd Archaeological Trust](#)

Craig Beuno
Ffordd y Garth
Bangor
Gwynedd
LL57 2RT

Tel: 01248 352535
Fax: 01248 370925

[The Victorian Society](#)

Cornmill Cottage
Water Lane
Cromford
Derbyshire
DE4 3QH

Tel: 01629 826837
Fax: 01629 826914

[Royal Commission on the Ancient and Historical Monuments of Wales](#)

Crown Building
Plas Crug
Aberystwyth
Dyfed
SY23 1NJ

Tel: 01970 621233
Fax: 01970 627701

North Wales Wildlife Trust
376 High Street
Bangor
Gwynedd
LL57 1YE

Tel/Fax: 01248 351541

Nature Conservancy Council
Hafod Elfyn
Ffordd Penrhos
Bangor
Gwynedd
LL57 2LQ

Tel: 01248 370444
Fax: 01248 355782

The Royal Fine Arts Commission
7 St James's Square
London
SW1Y 4JU

Tel: 0171 839 6537
Fax: 0171 839 8475

City of Bangor Council
Ffordd Gwynedd
Bangor
LL57 1DT

Tel: 01248 352421
Fax: 01248 371090

Cyngor Cymuned Llandegai
Heddfan
Niwbwrch
Ynys Môn
LL61 6TN

Tel: 01248 440611 (Clerk: G D Evans)

[Menai Bridge Town Council](#)

Wood Street
Menai Bridge
Anglesey
Gwynedd
LL59 5AS

Tel/Fax: 01248 716959/440611

[Pentir Community Council](#)

32 Lon Isaf
Penlon
Porthaethwy
(Menai Bridge)
Ynys Môn
Gwynedd
[LL59 5LN](#)

Tel: 01248 712070 (Clerk: J R Owen)

[Holyhead Town Council](#)

Town Hall
Newry Street
Holyhead
Anglesey
LL65 1HN

Tel: 01407 764608 (Clerk: Mr L G Owen)
Fax: 01407 765156

[Cyngor Cymuned Penmynydd](#)

Glasfryn
Ffordd Penmyndd
Porthaethwy
Ynys Môn
LL59 5RT

Tel: 01248 712935 (Clerk: Mr H Brynmor Jones)

[Llanfairpwllgwyngyll Community Council](#)

Dedwyddfa
21 Pant Lodge
Llanfairpwll
Ynys Môn
LL61 5YW

Tel: 01248 716107 (Clerk: Mr A Jones)

[Crosville Wales Limited](#)

Imperial Buildings
Glan y Mor Road
Llandudno Junction
LL31 9RU

Tel: 01492 592111
Fax: 01492 592968

Movement Along Welsh Roads ("MAWR")
First Hydro
Dinorwig Power Station
Llanberis
Gwynedd
LL55 4TY

Tel: 01286 870166 (Chairman: Mr I M Cook)
Fax: 01766 833253

[Wales Association of Community and Town Councils](#)

Heddfan
Niwbwrch
Ynys Môn
Gwynedd
LL61 6TN

Tel: 01248 440611 (Clerk: D G Evans)

[Llanddaniel Fab Community Council](#)

Mount Pleasant
Llanddaniel
Gaerwen
Ynys Môn
LL60 6EG

Tel: 01248 421332 (Clerk: Mrs M R Jones)

[Llanfihangellescifiog Community Council](#)

79 Perth y Paen
Llangefni
Ynys Môn
LL77 7EX

Tel: 01248 724259 (Clerk: Mr I L Hughes)

Bodffordd Community Council

Penybryn
Tynlon
Bodffordd
Llangefni
Ynys Môn

Tel: 01407 720373 (Clerk: Mr D Owen)

Trewalchmai Community Council

Groeslon
Gwalchmai
Holyhead
Ynys Môn
LL65 4SP

Tel: 01407 720327 (Clerk: Mrs M Price)

Bryngwran Community Council

Bod Lawen
Bryngwran
Holyhead
Ynys Môn
LL65 3SE

Tel: 01407 720265 (Clerk: Mr R Eifion Pritchard)

Bodedern Community Council

2 Maes Gwynfa
Bodedern
Holyhead
Ynys Môn
LL65 3TH

Tel: 01407 740923 (Clerk: Mrs M Conway)

Welsh Health Estates
Crickhowell House
Pierhead Street
Capital Waterside
Cardiff
CF1 5XT

(Contact: Mr Gareth Roberts, Senior Principal Surveyor)

Rodata
RAC Enterprises Limited
RAC House
Bartlett Street
South Croydon
CR2 6XW
(Contact: [Mrs R Hocknell](#))

RAC Motoring Services
65-81 St Petersgate
Stockport
SK1 1DS
(Contact: [A F Wetters](#), Regional P R Manager)

Automobile Association
Fanum House
Dogkennel Lane
Halesowen West Midlands
B63 3BT
(Contact: [T Wilbraham](#), Touring Information Officer)

[Transport 2000 Limited](#)
Walkden House
10 Meldon Street
Euston
London
NW1 2EJ

[Freight Transport Association](#)
Western Region
Hermes House
Queens Avenue
Clifton
Bristol
BS8 1SE

[Britain's National Cyclist Association](#)
Cyclist's Touring Club
Cotterell House
69 Meadrow
Godalming
Surrey
GU7 3HS

Welsh Cycling Union
"Gunnarside"
15 Palmeira Gardens
Prestatyn
Denbighshire
LL9 9NS
(Contact: [R Hughes](#), Secretary)

SUSTRANS
Llwyn Brain
Ffordd Penlan
Parc Menai
Bangor
LL57 4BM

The National Trust
Kings Head
Bridge Street
Llandeilo
Carmarthenshire
SA19 6BB

CPRW
Ty Gwyn
31 High Street
Welshpool
Powys
SY21 7JP

(Contact: [Dr N Caldwell](#), Director)

[Forest Enterprise](#)
Victoria Terrace
Aberystwyth
Ceredigion
SA23 2DQ

N Wales Conservancy
Forestry Authority - Wales
Clawdd Newydd
Ruthin
Denbighshire
LL15 2NL

(Contact: [Mr A Miller](#), Conservator)

National Farmers Union
Agriculture House
Well Street
Ruthin
Denbighshire
LL15 1AW

(Contact: [Mr E R Hughes](#), Senior Technical Advisor)

Farmers Union of Wales
Llys Amaeth
Sgwar y Frenhines
Aberystwyth
Ceredigion
SY23 3EA

(Contact: [The County Secretary](#))

The Ramblers Association
1/5 Wandsworth Road
London
SW8 2XX (Contact: [The Deputy Director's Section](#))

The Ramblers Association
Ty'r Cerddwyr
High Street
Gresford
Wreccsam
LL12 8PT (Contact: [The Welsh Officer](#))

Energy Policy & Analysis Unit
Department of Trade & Industry
1 Victoria Street
London
SW1H 0ET (Contact: [R Potter](#))

The Sports Council for Wales
Sophia Gardens
Cardiff
CF1 9SW (Contact: [J A Harrison](#))

Youth Hostel Association
Regional Office
4th Floor
1 Cathedral Road
Cardiff
CF1 9HA (Contact: [Mr M Afia](#), Regional Director - Wales)

Land Authority for Wales
Custom House
Custom House Street
Cardiff
CF1 5AP (Contact: Mr N Neal, Deputy Chief Executive & Legal Advisor)

[Development Board for Rural Wales](#)
Ladywell House
Newtown
Powys
SY16 1JB

[Wales Tourist Board](#)
Brunel House
2 Fitzalan Road
Cardiff

CF2 1UY

[Civic Trust for Wales](#)

Empire House
Mount Stuart Square
Cardiff
CF1 6DN

[Friends of the Earth Cymru](#)

33 Castle Arcade
Cardiff
CF1 2BX

Road Haulage Association
Roadway House
Cribbs Causeway
Bristol
BS10 7TU

(Contact: [The District Manager](#))

WTRA Limited
28 Porthkerry Road
Rhoose
Vale of Glamorgan
CF62 3HD

(Contact: [Stuart Dodwell](#), Rights of Way Officer)

[Geographers A/Z Map Co Ltd](#)

Fairfield Road
Borough Green
Sevenoaks
Kent
TN15 8PP

[Messrs George Philip & Son](#)

1 Marlin House
Croxley Centre
Watford
WD1 8YA

Harper Collins Cartographic
4 Manchester Park
Tewkesbury Road
Cheltenham
GL51 9EJ

(Contact: [Mr I MacDonald](#), Information Editor)

[Ordnance Survey](#)

Mapping Intelligence (s.s. Prep)
C502, Romsey Road
Southampton
SO9 4DH

[Estates Publication](#)

Unit 41
Mochdre Industrial Estate
Newtown
Powys
SY16 4LE

[Estates Publication](#)

Bridewell House
Tenterden
Kent
TN30 6EP

Navigation Technologies Limited
Midlands Office
St Albans House
Portland Street
Leamington Spa
Warwickshire
CV32 5EZ

(Contact: [Jane Davies](#), Geographic Researcher)

**SCHEDULE 8
THIRD PARTIES**

**Part 3
Requirements of Relevant Authorities**

Index

Special Requirements in relation to:

1. Electricity Generating and Distribution Companies
2. Railtrack Plc
3. Coal Authorities
4. British Gas Plc
5. British Pipeline Agency Ltd
6. Environment Agency (formerly the National Rivers Authority)
7. Welsh Office Agriculture Department
8. Cable & Wireless Communications Services Limited
9. British Telecommunications plc
10. Civil Aviation Authority
11. Water and Sewerage Companies
12. North Wales Fire Service
13. North Wales Police

Section A : General

1. The special requirements in relation to Electricity Generating and Distribution Companies in this Part 3 of Schedule 8 apply to each of the following companies:

Magnox Electric plc
Manweb plc
The National Grid Company plc
National Power plc

2. In this Part 3 of Schedule 8, unless the context requires otherwise:

- 2.1 **"DBFO Co"** means the DBFO Co and any contractor or sub-contractor employed by it.
- 2.2 **"Operations"** shall particularly refer to those parts of the Operations (as defined in this Agreement) to be executed over, upon, under, in or through the land or property of the Relevant Authority or in such close proximity to it that it could in the opinion of such Relevant Authority affect such land or activities of the Relevant Authority and for these particular purposes (in the case of Railtrack only) shall include the acts of inspecting, examining and walking.
- 2.3 **"Site"** means the lands and other places on, under, in or through which the Operations are to be executed and any other lands or places provided by the Secretary of State for the purposes of this Agreement on which the Operations are carried out.

3. The Special Requirements in this Part 3 of Schedule 8 are without limitation to the provisions of Appendix 1/16 to Annex 5 to Part 2 of Schedule 4.

Section B: Special Requirements

Special Requirements in Relation to Electricity Generating and Distribution Companies

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - (a) **"Company"** means Magnox Electric plc, Manweb plc, The National Grid Company plc or National Power plc (as the case may be) or its successors and assigns.
 - (b) **"Company Representative"** means the Chief Civil Engineer of the said Company defined at 1(a) of this Special Requirement or other duly Authorised Engineer Representative and/or Agent appointed for the time being to act on behalf of the said Company
 - (c) **"Plant or Equipment"** means any plant equipment gear machinery apparatus or appliance or any part thereof as defined in the Construction (General Provisions) Regulations 1961 and the Construction (Lifting Operations) Regulations 1961 owned leased or rented by the said Company defined at 1(a) of this Special Requirement.
 - (d) **"Electricity Cable(s)"** means any cabling including but not limited to "Overhead Electricity Lines" or "Buried Electricity Cables" owned leased or rented for the purposes of electricity transmission and supply by the said Company as defined at 1(a) of this Special Requirement.
2. Before commencing any Operations or moving heavy plant or equipment over any portion of the Site owned occupied leased or rented by the Company the DBFO Co shall consult the Company Representative as early as possible and in any event not less than fourteen days before it is proposed to commence such Operations to ascertain whether any Electricity Cable(s) or Plant or Equipment will be affected by the Operations and to confirm details of any restrictions or requirements that the Company Representative may consider necessary for the safe carrying out of the Operations. The Company Representative can be contacted at the relevant address shown in Part 1 of this Schedule 8.
3. Where such details show that the Operations or the movement of plant or equipment may endanger the equipment of the Company, the DBFO Co must ensure that the presence of any Electricity Cable(s), Plant or Equipment can be indicated by markers to be supplied by the Company and placed by the DBFO Co under the supervision of the Company Representative. The DBFO Co shall ensure that all Electricity Cable(s), Plant or Equipment are adequately protected from damage to the satisfaction of the Company Representative.
4. [The Operations shall be carried out in conformity with the Requirements of the Health and Safety Executive Guidance Notes:](#)
 - (i) No. GS6 "Avoidance of Danger from Overhead Electric Cables"; and
 - (ii) No. GS33 "Avoiding Danger from Buried Electricity Cables".

5. Except under such restrictions as the Company Representative may impose for the safety of persons and the protection of property, operations shall not be carried out or cranes or other plant erected operated and/or dismantled or materials stored within the "**Prohibited Space**" which is that space within a radius of:

- (a) 15.0m of live overhead electricity lines where lines are carried on steel towers;
- (b) 9.0m of live overhead electricity lines where the lines are carried on wood poles

together with anywhere vertically above this space.

These distances shall be maintained at all times between any Overhead Electricity Lines or anything connected to such Overhead Electricity Lines owned leased or rented by the Company.

6. The DBFO Co shall particularly note and bring to the attention of its employees the danger of "Flash-over" where as a result of the very high voltages being transmitted potentially lethal shocks can occur in close proximity to live Overhead Electricity Lines without any contact being made.
7. Debris produced when trimming or felling trees and/or from demolition must not fall or be projected into the Prohibited Space. Similarly excavation spoil must not be dumped or accumulated so as to cause infringement of the Prohibited Space.
8. Special care must be taken when using material which shall include but not be limited to rope wire and/or measuring tape and the like.
9. The DBFO Co shall exercise particular care when carrying out Operations which involve the use of water jets or piped slurry. Liquids when being carried or used for the purposes of the Operations must not be allowed to splash fall or otherwise be projected into the Prohibited Space.
10. If a crane or other equipment is used, crane stops, fencing and warning notices shall be provided by the DBFO Co to ensure that there can be no encroachment on the Prohibited Space by crane load or other equipment even if the crane load or equipment slips, fails or overturns.
11. Portable ladders used in the vicinity of the live Overhead Electricity Lines shall be of wood or other non-conducting material and shall not be reinforced by metal attachments running along stiles of the ladders. Even ladders without reinforcement can lead to serious electrical shocks if allowed to come close to live overhead equipment and therefore special precautions must be taken to ensure that the ladder cannot slip and encroach on the Prohibited Space.
12. Any disturbance of or attachment to any Plant or Equipment or Electric Cable(s) of the Company shall only be carried out by the staff of the Company or its authorised contractors and/or agents.
13. Long objects, which shall include but not be limited to pipes, scaffold poles, ladders, long handled tools or any object of such length that if carried vertically could infringe on the Prohibited Space must be carried horizontally.

14. Where for the purposes of completing the Operations in accordance with this Agreement the need arises to operate within and/or travel through the Prohibited Space the DBFO Co shall give the Company Representative not less than twenty-eight days written notice of the dates upon which it is intended to operate plant or equipment or carry out any such Operations. The permission of the Company Representative must be obtained in writing before any plant or equipment is operated or Operations of any kind are carried out within the above distances. Such Operations shall only be carried out in the presence of the Company Representative unless notice shall have been obtained in writing from the Company Representative that such a presence on Site is not required.
15. In the event of the Company requiring emergency and/or maintenance work to be executed on the Electricity Cable(s) (whether Overhead Electricity Lines or Buried Electricity Cables) during the period of this Agreement the DBFO Co shall afford all reasonable facilities and access to the staff of the Company or its authorised contractors and/or agents.
16. Operations shall not be carried out in the immediate vicinity of the overhead lines during periods of poor visibility. If this is not reasonably practicable additional precautions must be taken including but not limited to the erection of appropriate barriers to ensure maintenance of the appropriate safety clearances.
17. Compliance with the above requirements shall not relieve the DBFO Co of any of its obligations under this Agreement or of the responsibility for taking every precaution to avoid risk to persons and/or damage to property.

Special Requirements in Relation to Railtrack Plc

DEFINITIONS

1. In these Special Requirements the following terms shall have the meanings assigned to them:

- (1) **"Railtrack"** means Railtrack Plc which is incorporated as a registered company in England and Wales as No 2904587.
- (2) **"Access Permit"** means a written authority that access may be made to railway property and the conditions under which such access is made.
- (3) **"Competent Person"** means a person who has such practical and theoretical knowledge and actual experience of the Operations that he is able to assess the risks and hazards implicit in the Operations, and the consequences of any change in conditions or circumstances.
- (4) **"DBFO Co"** means the DBFO Co and includes the DBFO Co's personal representatives successors and permitted assigns together with its contractors and sub-contractors their personal representatives and any other persons under the direction and control of the DBFO Co whilst on railway property.
- (5) **"Handsignalman"** means a person appointed by Railtrack to control and protect the safety of trains.
- (6) **"Lookoutman"** means a person who has been trained (and certified by Railtrack) to warn others of the approach of trains and has experience of working on or about the track. The Lookoutman is identified by a white badge with the word "LOOKOUT".
- (7) **"On or about the railway"** means all controlled infrastructure including stations.
- (8) **"Personal Protective Equipment"** means all equipment or clothing designed to be worn or held to protect against a hazard likely to endanger health or safety, or an addition or accessory designed to meet this objective.
- (9) **"Person in Charge of Work" or "PICOW"** means the certificated person responsible for ensuring that a safe system of work is adopted to safeguard personnel on or about the track. The PICOW is identified by a blue badge with the words "PERSON IC WORK".
- (10) **"Possession"** means planned safety arrangements which control or prevent the normal movement of rail traffic between defined locations and for a pre-determined period.
- (11) **"Railtrack's Representative"** means the Zonal Director of Railtrack or other duly Authorised Representative Agent and/or Organisation Agent appointed for the time being to act on its behalf by Railtrack.
- (12) **"Service"** means electricity cables, gas pipes, water pipes (including piped sewage), other pipelines or telecommunication plant, irrespective of owner.

- (13) **"Speed Restriction"** means a planned restriction on the speed of rail traffic between defined locations.

METHOD OF CARRYING OUT THE OPERATIONS

2. The Operations shall be carried out in a safe manner which avoids risk of harm to railway facilities and traffic and any person entitled to be on railway property and so as to avoid any interference with any such traffic except as previously agreed and to any such persons.

The DBFO Co shall ensure that any rules regulations or instructions imposed for the protection of rail traffic are strictly observed.

DBFO Co's SAFETY POLICY

3. The DBFO Co shall provide Railtrack with a copy of each of the following documents (including any DBFO Co's codes of practices, safety instructions or regulations applicable to the Operations) for appraisal not less than 14 days prior to the commencement of the Operations:
- (a) the DBFO Co's Health and Safety Case;
 - (b) the DBFO Co's organisation and arrangements for Health and Safety which must include the arrangements for managing sub-contractors;
 - (c) the DBFO Co's arrangements for ensuring compliance with all relevant legislation, standards, rules and instructions;
 - (d) the DBFO Co's Programme for the Operations.

EXEMPTIONS

4. Notwithstanding any provisions in statutory health and safety requirements relating to building and construction work that give exemptions to certain work on the operational railway, the DBFO Co shall comply with all such requirements.

ACCESS TO THE RAILWAY

5. Before any activity is undertaken on the railway, arrangements for safety provisions must be in place to address the activity to be undertaken and the particular hazards of the area in which it will be carried out.

The safety provisions are set out in Railway Group Standard GO/RT 3278 - "Requirements for Access to Railtrack Plc Controlled Infrastructure". Within these provisions and depending on the nature of the Operations to be carried out, there may be a requirement for the DBFO Co's personnel, including the DBFO Co's and Designer's personnel, to undergo a full medical examination and undertake specific training for personal track safety and be certificated as competent.

SITE FAMILIARISATION

6. The DBFO Co shall ensure that familiarisation training in the characteristics of the Site is given to all the DBFO Co's employees both before commencement of the Operations and at agreed intervals during the progress of the Operations.

The DBFO Co shall ensure that the DBFO Co's employees undergo additional familiarisation training if the site boundary is altered.

The DBFO Co shall brief all visitors to the site, including staff of Railtrack, of the particular health and safety hazards of the site. Records of all such briefings shall be kept by the DBFO Co for audit purposes.

RISK ASSESSMENTS

7. The DBFO Co is responsible for arranging suitable and sufficient assessments, to be undertaken by a Competent Person, of the risks to the health and safety of its personnel and others (including the general public) as a consequence of the Operations. Such risk assessments shall be reviewed or reassessed when necessary, such as when there is a significant change in work or the environment. Initial and amended copies shall be supplied to Railtrack as appropriate before any Operations commence or continue.

USE OF RAILTRACK'S LAND

8. The DBFO Co shall from time to time be allowed to take possession of so much railway land as may be agreed for the carrying out of the Operations (or as laid down in this Agreement). Where access to the Site is required by way of railway land the route of such access shall be agreed with Railtrack.

Any other railway infrastructure land which is required for temporary use outside that which is essential for the carrying out of the Operations shall be the subject of separate negotiations with Railtrack Property.

The DBFO Co shall be responsible for ensuring that no person trespasses beyond the agreed limits of the working area or access route and shall if required so to do provide and maintain to the satisfaction of Railtrack temporary fencing of an approved type to prevent trespass on the railway or neighbouring land.

EMERGENCY TELEPHONE NUMBERS

9. The DBFO Co shall provide, 7 days prior to the commencement of the Operations, written notification to Railtrack's Representative of the names and telephone numbers of competent personnel capable of organising remedial action in the event of an emergency on the Site outside normal working hours or when the DBFO Co's employees are absent from the Site.

METHODS OF CONSTRUCTION

10. The DBFO Co shall provide for approval a detailed statement (including such calculations drawings and design check certificates as are considered necessary by Railtrack) of the methods proposed for the completion of the Operations. The statement shall include details of all proposed Temporary Works (including demolition). The method statement shall be submitted in sufficient time to allow for full consideration by Railtrack and for revised proposals to be submitted if necessary.

FENCING OF SITE

11. All persons not involved with the Operations shall be kept well clear of the site which shall be fenced or barriered off from such persons to the satisfaction of Railtrack. Where

necessary the barriers shall include protection from radiation including that from welding arc or fumes and sparks from oxy-gas flames.

ACCESS AND ACCOMMODATION

12. Railtrack's Representative shall at all reasonable times have free access to any premises where Operations are being carried out or materials prepared or manufactured for the Operations.

When necessary serviced accommodation for Railtrack's Representative shall be provided by the DBFO Co to the satisfaction of Railtrack.

Railtrack's Representative where reference to Railtrack is required for the purposes of this Agreement may be contacted at the address shown in Part 1 of this Schedule 8.

STATUTORY NOTIFICATION

13. All statutory notices required to be served under the relevant statutory provisions or regulations of the Health & Safety at Work Etc Act 1974, or any statutory re-enactment thereof, in respect of Operations on the operational railway shall be sent by the DBFO Co to the Health & Safety Executive with copies to Railtrack.

WORKING TIME

14. The DBFO Co shall comply with Railtrack's policy on working time.

KNOWLEDGE AND UNDERSTANDING OF ENGLISH

15. The DBFO Co must have sufficient knowledge of English (both spoken and written) to understand safety information, and safety instructions and training (where relevant).

ALCOHOL AND DRUGS

16. The DBFO Co shall comply with Railtrack's Policy on Alcohol and Drugs.

CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT

17. The DBFO Co's employees must wear high visibility clothing of a pattern and an approved shade of orange colour where required by Railtrack. The DBFO Co must ensure that the clothing is worn correctly and kept in a clean condition.

Personal protective equipment must be used correctly and where there is a possibility of clothing or personal protective equipment being confused with signals the colours red or green shall not be worn.

REMOVAL OF DBFO CO'S EMPLOYEES

18. Railtrack shall be at liberty to object to and require the DBFO Co to remove from the Site immediately any person employed on its behalf who in the opinion of Railtrack is not in a fit condition to carry out his duties, or is liable to endanger their own health and safety or that of others.

PRESCRIBED REGISTERS AND CERTIFICATES

19. The DBFO Co shall ensure that all relevant prescribed registers and certificates, including those appertaining to the current Construction Regulations, are available for inspection at all times at a location agreed by Railtrack.

FIRE SAFETY TRAINING

20. The DBFO Co's employees must receive specific instructions related to fire safety and undergo training commensurate with their duties and location, particularly when working in sub-surface railway stations.

FIRE PRECAUTIONS

21. The DBFO Co shall make arrangements for the protection of the Operations and any adjacent railway infrastructure from fire and shall take such additional precautions as Railtrack may require.

The DBFO Co shall comply with all the following Health and Safety Executive publications:

Guidance Note CS6 - "The Storage and Use of LPG on Construction Sites";

Handbook HS(G)3 - "Highly Flammable Materials on Construction Sites"; and

Leaflet IND(G)56P - "Flammable Liquids on Construction Sites".

HALONS

22. The use of halons in hand held fire extinguishers and new fixed fire fighting systems based on halons shall not be permitted.

CONFINED SPACES

23. A considerable number of confined spaces exist on or about the railway. In certain circumstances this may be a transient state dependent on usage. The DBFO Co must ensure its staff are suitably trained to recognise a confined space and a safe system of work must be devised by the DBFO Co, which must be notified to Railtrack before any Operations are carried out.

CONTAMINATED LAND

24. Railway land, especially in the area of former large sidings or depots, may be contaminated. Appropriate precautions must be taken when carrying out activities which disturb or alter the existing regime.

ASBESTOS

25. The use of asbestos (in all its various forms) has been extensive throughout the railway industry in previous years; accordingly the DBFO Co must take all appropriate precautions.

LEAD

26. Railway bridges, structures and some buildings may have protective and decorative coatings containing substantial quantities of lead; accordingly the DBFO Co must take all appropriate precautions.

CADMIUM

27. Cadmium may have been used as an anti-corrosion plating on some metal products (nuts, for example) on or about the railway; accordingly the DBFO Co must take all appropriate precautions.

LEPTOSPIROSIS

28. There may be a risk of Leptospirosis (Weils Disease) when working on the railway as a result of contamination by rats; accordingly the DBFO Co must take all appropriate precautions.

ANTHRAX

29. The presence of anthrax spores has been detected on or about the railway. The DBFO Co must be aware of the continuing possibility that anthrax spores may be located on or about the railway and must take all appropriate precautions.

TEMPORARY WORKS

30. The DBFO Co shall ensure that:
- (a) inspections are carried out of all Temporary Works and all other temporary supporting structures and that such operations are carried out and recorded in like manner to that specified in each of the said requirements that relate to scaffolding; and
 - (b) the superintendence provided wherever rapidly increasing or shock loads are being applied to any Temporary Works shall include a person or persons in full view of such Temporary Works with knowledge of the design thereof and able to direct emergency action if this becomes necessary.

NOISE

31. When noisy operations are to be carried out the DBFO Co must take such measures as may be required by Railtrack to ensure the hazard and nuisance is minimised.

It is Railtrack policy on Noise Management and Hearing Conservation that where daily personal noise exposure (LEP,d) is likely to exceed 85 dB(A) suitable ear protection must be provided.

In addition to the requirements of the Noise at Work Regulations 1989 (the "**Regulations**") the DBFO Co shall ensure so far as is practicable that ALL PERSONS on site are provided with suitable personal ear protection where daily noise exposure (LEP,d) is likely to exceed 85 dB(A).

Such ear protection when properly worn should reasonably be expected to keep the risk of damage to such person's hearing below that arising from exposure to "the first action level" or "the peak action level" both as defined in the Regulations.

In addition to and notwithstanding any maximum noise levels specified in this Agreement the DBFO Co shall be responsible for keeping noise to a level acceptable to the Local Authority and for preventing a noise nuisance arising. The DBFO Co shall discuss noise levels and methods of working with such Authority and in such an event shall inform Railtrack of the Local Authority's requirement. The DBFO Co shall not apply for a Consent without the approval of Railtrack in writing.

When noisy operations are to be carried out at night or on Sunday the DBFO Co shall warn all persons likely to be affected by such operations in a manner approved by the Designer.

The DBFO Co shall comply with the general principles laid down in BS 5228 standard Noise Control of Construction and Open Sites or equivalent EC/ISO Standard.

LEGAL ACTION TO REDUCE NOISE

32. If any approach is made to the DBFO Co by a Local Authority or Magistrate's Court in respect of noise emission from the Site (whether or not such approach comprises the serving upon the DBFO Co of a Notice made pursuant to Section 60 of the Control of Pollution Act 1974 or an Order made pursuant to Section 59 of that Act or an Order made pursuant to Section 80 or 82 of the Environmental Protection Act 1990 or any subsequent re-enactment thereof) except to the extent that any immediate action is necessary to comply with such a Notice or Order prior to the receipt of appropriate instructions by Railtrack the DBFO Co shall not change or give any undertaking to change such programme or methods of construction without consulting the Designer and Railtrack.

SCREENS HOARDINGS AND LIGHTS

33. The DBFO Co shall provide all necessary appropriate temporary screens hoardings guard rails barriers fans protective sheeting fencing lighting to ensure the safety and protection of its employees and others and the Operations at all times throughout the duration of this Agreement.

The location of any such screen, hoarding, shall not affect signal sighting nor obscure places of safety and must not be erected without the prior consent of Railtrack.

All lights shall be so placed or screened so as not to interfere with any signal lights, Driver Only Operation platform monitoring devices, or in any other way affect the vision of train drivers.

BURIED PIPES DUCTS AND CABLES

34. The DBFO Co's attention is drawn to the possibility of buried pipes, ducts and cables including high voltage electrical power cables. The DBFO Co shall take all reasonable precautions to establish the position, existence and location of any buried pipes, ducts and cables which may be present before any excavation or the driving of objects into the ground and shall take all reasonable precautions to avoid damaging buried pipes, ducts and cables when excavating and driving objects into the ground.

Any equipment (Cable Avoiding Tools (CATs) for example) utilised to establish the position of buried pipes, ducts and cables must be authorised before use by Railtrack, in

consultation with the Designer, and be used in accordance with Railway Group Standard GC/RT5200 - "Excavations and the identification of Services".

EXPLOSIVES

35. Explosives (which term does not include railway fog signals - commonly known as detonators) shall NOT be used on or about the railway without the written agreement of Railtrack.

LASERS

36. Equipment incorporating lasers shall not be used by the DBFO Co without the prior written consent of Railtrack and if such consent is given the DBFO Co shall comply with any Code of Practice on the lasers produced by Railtrack and relevant British and European Standards published from time to time.

Before any laser may be used on the site the DBFO Co shall provide a copy of its general safety instructions and specific safety regulations to Railtrack for approval, and no Operations using lasers shall commence without Railtrack's prior written consent.

WELFARE AND SANITARY FACILITIES

37. The DBFO Co must make arrangements as necessary for the welfare and sanitary needs of its personnel. The use of existing railway facilities including waiting rooms mess rooms or sanitary facilities will not be permitted unless agreement has been reached by Railtrack and other users as appropriate.

ELECTRICALLY CONDUCTIVE SURVEY EQUIPMENT

38. Electrically conductive survey equipment shall not be used within 2.75 metres of any live overhead equipment, nor shall it be used within 2.0 metres of any rail.

CROSSING THE RAILWAY TRACK

39. The DBFO Co shall ensure that none of the DBFO Co's employees crosses or conveys constructional plant and/or materials across or along any railway track unless special arrangements have been made and specific written approval has been given by Railtrack.

Where public rights of way exist over occupation and/or accommodation level crossings and/or bridges, the DBFO Co shall only use such crossings in the way that they are intended to be used by the public, unless specific written approval has been given by Railtrack.

ONLY IN EXCEPTIONAL CIRCUMSTANCES WILL THE PROVISION OF A TEMPORARY LEVEL CROSSING BE PERMITTED OVER ANY OPERATIONAL RAILWAY TRACK. If Railtrack is prepared to accept the provision of a level crossing required for constructional traffic over any railway track and all temporary public level crossings time must be allowed to enable the approval of HM Railway Inspectorate to be obtained in addition to the period of notice required by Railtrack for making the necessary arrangements and carrying out the work.

SAFETY PERSONNEL

40. The Railway Industry has an established regime of safety supervision when work is undertaken on or about the tracks which may involve Lookoutmen, Handsignalmen and PICOWS (Persons in Charge of Work) amongst others. Only competent and certificated personnel may undertake these duties.

Railtrack may require these and other safety personnel to be appointed for the control of trains, the protection of the DBFO Co's personnel and to ensure the safety of the rail traffic, other staff, property and others during the progress of the Operations.

EMERGENCY ACTION

41. The DBFO Co shall prepare an emergency procedure which must include the method of stopping trains in the event of an incident that could affect the safety of trains and/or persons and in the case of an electrified line how to arrange to have the current switched off in the event of an emergency. This procedure must be accepted in writing by Railtrack before Operations start.

The DBFO Co shall ensure that its personnel are fully conversant with this procedure and understand it. Auditable checks should be undertaken at intervals agreed with the Department's Nominee to monitor this understanding.

TIMING OF OPERATIONS ON OR ABOUT RAILWAY TRACKS

42. Operations shall only commence on or about the tracks when agreed to and authorised in writing by Railtrack.

Any Operations which, in the opinion of Railtrack, require a possession, isolation and/or speed restriction, shall be carried out on dates and at times agreed in writing by Railtrack. Such speed restrictions, possessions and isolations are regulated to minimise delays to railway traffic and may, therefore, require working outside the DBFO Co's normal working hours.

CONFIRMATION OF POSSESSION OF THE RAILWAY LINES

43. If the DBFO Co's programme for the Operations has been accepted by Railtrack and consent has been given to the proposed method of carrying out the Operations the DBFO Co shall in all cases submit written notice to Railtrack confirming any speed restrictions, possessions or isolation requirements prior to the period of notice laid down in this Agreement in advance of the proposed commencement of Operations on or near the railway lines.

RAIL TRAFFIC DURING A POSSESSION OR ISOLATION

44. During a possession and/or isolation the DBFO Co shall allow for engineers trains and/or on-track machines to be passed through the work site by prior arrangement. This will necessitate the temporary clearance of the railway track and cessation of those activities that could affect their passage or the safety of personnel on or about the tracks.

CANCELLATION OF SPEED RESTRICTION POSSESSION AND/OR ISOLATION

45. Railtrack reserves the right to cancel or alter the dates and times of any agreed speed restrictions, possessions and/or isolation at short notice if this proves necessary because of

any emergency situation, but in such an event alternative arrangements will be made as soon as the situation permits.

WORKING METHODS NEAR RAILWAY TRACK

46. Unless agreed in writing by Railtrack, no constructional plant of any kind shall be used and/or materials placed, stacked and/or handled in such a manner that in the event of mishandling and/or failure such plant and/or materials could fall foul of a vertical plane 3.0 metres from the nearest edge of the nearest rail on which trains may run or on a station platform within 3.0 metres of the platform edge (subject to provisions when working near overhead line equipment).

The DBFO Co shall submit details (including drawings) of the proposed method of using constructional plant and the stacking and/or handling of materials on or about the track when required. In this event such Operations shall not begin until any required safety measures have been carried out to the satisfaction of Railtrack.

NOTIFICATION OF TOXIC SUBSTANCES ON SITE

47. Toxic substances as defined in the Health and Safety Executive Guidance Note EH40 shall not be brought on or about the railway without the prior written consent of Railtrack.

If any unforeseen toxic substance is encountered or discovered on site during the progress of the Operations the DBFO Co shall firstly secure the working area where these are discovered and then immediately submit the proposed method of operation and the precautions to be taken including handling disposal and/or re-use to Railtrack before continuing any Operations affected by the discovery.

NOTIFICATION OF ACCIDENTS TO RAILTRACK

48. Notwithstanding the statutory requirements of the Health and Safety at Work etc Act 1974, the DBFO Co shall immediately report to Railtrack all accidents and occurrences causing damage to property or potentially affecting the safe working of the railway and all injuries (other than of a trivial nature) reportable diseases and work linked injuries and any dangerous occurrences as defined in the "Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1985" and as applicable those accidents cited in the "Railways (Notice of Accidents) Order 1986" when these occur on the operational railway.

Details of all such occurrences shall be recorded on the appropriate form and a copy sent to Railtrack within 24 hours of any such occurrence.

All injuries to the DBFO Co's personnel (including minor injuries which the Department of Health and/or the Department of Social Security may specify) must be reported when working on the non-operational railway and a copy of the report sent to Railtrack.

Railtrack will advise the DBFO Co as to those parts of the Site which are on operational and those which are on non-operational railway.

RETURN TO WORK AFTER ILLNESS INJURY OR ACCIDENT

49. Railtrack may require the DBFO Co's personnel to undergo a medical examination before returning to work after a prolonged illness, serious injury or accident to establish their fitness for work.

ADVERTISEMENTS

50. The DBFO Co shall not permit any advertisements to be displayed on or above railway property without the prior consent of Railtrack.

SERVICES

51. The degree of protection provided to Services on or about the railway can vary. The DBFO Co shall not interfere with any Services unless authorised by Railtrack.

Should any unknown or unexpected Service be uncovered on railway property during the Operations, the DBFO Co shall establish ownership and inform Railtrack and the owner of the Service and take appropriate precautions for protection.

The DBFO Co shall uphold, maintain and keep in working order in its existing location any Service not diverted.

ARRANGEMENTS TO PROVIDE PROTECTION TO RAILWAY EQUIPMENT

52. The DBFO Co shall provide maintain and remove on completion of the Operations all necessary protection to prevent damage to the tracks track ballast signal and telecommunications equipment and all other railway equipment during the execution of the Operations.

ELECTRIFIED RAILWAYS

53. The DBFO Co's attention is drawn to the presence in some areas of electric traction equipment which may be either overhead line equipment above the track and/or third or fourth conductor rail at track level. Either system carries a potentially lethal electric current and proximity to this equipment can cause death or severe injury.

The DBFO Co shall obtain warning notices to Railtrack's specification and shall erect these in prominent positions approved by Railtrack. The DBFO Co shall ensure that its personnel observe such warnings, together with any other instructions as may be included in the current Track Safety Handbook GO/RT 3070 or any later replacement thereof. A poster explaining methods of resuscitation shall be erected and maintained in a prominent position at the place of work.

The DBFO Co shall fully comply with any requirements of Railtrack as to the earthing and bonding (or electrical segregation) of metal work and foil covered sheet materials.

- (1) Overhead Line Equipment (unless working within the protection afforded by isolation arrangements).

Overhead line equipment is charged at high voltage and should be considered live at all times and the DBFO Co must observe the following precautions:

Operations shall not be carried out, cranes or other plant erected, operated and/or dismantled or materials stored within the **"Prohibited Space"** WHICH IS THAT SPACE WITHIN A RADIUS OF 2.75 METRES OF THE LIVE OVERHEAD EQUIPMENT TOGETHER WITH ANYWHERE VERTICALLY ABOVE THIS SPACE.

The figure of 2.75 metres used in determining the Prohibited Space shall be increased by the length of any tool, equipment and/or material being handled. However, Operations on the railway track, platforms walkways and the like below overhead equipment is permitted PROVIDED that tools, equipment and/or materials are not at any time raised above head height.

Portable ladders used in the vicinity of the live overhead equipment shall be wood or other non-conducting material and shall not be metal reinforced nor contain any metal. Even ladders without reinforcement can lead to serious electrical shocks if allowed to come close to live overhead equipment and therefore special precautions must be taken by the DBFO Co to ensure that the ladder cannot slip and encroach into the Prohibited Space.

Any disturbance of or attachment to any equipment forming part of the electric traction system shall only be carried out by Railtrack.

Long objects, which shall include but not be limited to pipes, scaffolds, poles, ladders and/or long handled tools or any object of such length that if carried vertically could infringe on the Prohibited Space, must be carried horizontally below head height.

Where, in the opinion of Railtrack, alternative safe systems of work are more appropriate, these could include:

- (a) Provision of Protective Screening and/or Platforms between the Work Area and the Live Overhead Line Equipment

Erection and removal of screening and/or platforms must be carried out under the protection of isolation arrangements. Where such screening and platforms are erected Railtrack may agree to Operations being carried out without isolation arrangements;

and

- (b) Isolation and Earthing of the Overhead Line Equipment and of Isolation Arrangements

The Overhead Line Equipment will not be made "live" whilst the isolation arrangements are in being.

No Operations shall begin or personnel be allowed within the Prohibited Space unless or until isolation arrangements have been made.

- (2) Third or Fourth Rail Electrification (unless working within the protection afforded by isolation arrangements).

A third or fourth conductor rail and associated electrical equipment shall be considered live at all times.

Operations in the vicinity may involve the provision of special protection or alterations to the equipment.

All these shall be provided or carried out by or on behalf of Railtrack. Alternatively, Railtrack may isolate a length of third or fourth conductor rail and such other electrical equipment as considered necessary and implement isolation arrangements.

No Operations shall commence or personnel allowed to be exposed to risk from the third or fourth conductor rail or associated electrical equipment until isolation arrangements have been made.

STABILITY OF TRACK

54. Excavations near any railway track and/or structure shall not commence until all measures required to maintain the stability of the track and/or structure have been completed and Railtrack have indicated that there is no further objection to the DBFO Co proceeding with the excavation work.

INTERFERENCE WITH DRAINS/WATERCOURSES

55. Any springs, water courses or drains which may be interfered with or cut through shall be preserved and pipes and other means be provided so as not to stop or diminish their present flow. Should any drain or spring appear and/or be uncovered, adequate measures shall be provided to convey the water and soil therefrom to a suitable outlet and every reasonable precaution taken to protect the railway infrastructure from harm as a consequence of the Operations. The DBFO Co shall not without the prior written approval of Railtrack, make temporary or permanent connections to any mains, drains, pipes, watercourses or other services.

The DBFO Co shall not discharge any pollutant into any spring, water course, drain or other pipe but if such discharge occurs it shall inform Railtrack and the appropriate authorities by the quickest practical means.

FLOODING OR POLLUTION

56. The DBFO Co shall take all necessary precautions to the satisfaction of Railtrack to prevent water, mud or other substances flooding or polluting the property or equipment of the railway.

ENVIRONMENTAL POLICY

57. The DBFO Co shall comply with those provisions of the Railtrack Environmental Policy and Management System that are specifically drawn to its attention.

CLEARANCE OF RAILWAY INFRASTRUCTURE LAND

58. The DBFO Co shall not leave rubbish on railway infrastructure, land and property and shall, subject to the approval of Railtrack, clear away and remove all DBFO Co's equipment, surplus materials and temporary works as and when in the opinion of Railtrack these cease to be required for the Operations.

DAMAGE TO RAILWAY INFRASTRUCTURE LAND OR PROPERTY

59. All damage or defects or disturbance caused to railway infrastructure land and property as a result of the Operations shall be made good by the DBFO Co as soon as possible to the satisfaction of Railtrack in consultation with the Designer.

DBFO CO NOT RELIEVED OF OBLIGATIONS

60. Compliance with the above special requirements shall not relieve the DBFO Co of any of its obligations under this Agreement or under the Railtrack Works Agreement. For the avoidance of doubt, in the event of a conflict between the provisions of the above special requirements and the provisions of the Railtrack Works Agreement, the provisions of the Railtrack Works Agreement shall prevail.

Special Requirements in Relation to Coal Authorities

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - (a) "**Authority**" means The Coal Authority or its successors and assigns.
 - (b) "**Authority's Representative**" means the staff of the said Authority defined at 1(a) of this Special Requirement or its duly Authorised Representatives and/or Agents appointed for the time being to act on behalf of the said Authority.
2. Before commencing any Operations or moving heavy plant or equipment over any portion of the Site owned or occupied by the Authority the DBFO Co shall confirm details of any restrictions or requirements that the Authority's Representative may consider necessary for the safe carrying out of the Operations. The Authority's Representative can be contacted at the address shown in Part 1 of this Schedule 8.
3. The Authority's Representative shall so far as is reasonably possible have free access at all times to the area where Operations are being carried out in the vicinity of colliery workings or where shallow colliery workings are encountered in the course of the Operations.
4. Explosives shall not be used in connection with the Operations without the written consent of the Authority's Representative and then only under such conditions as the Authority's Representative may specify in writing.
5. The DBFO Co shall make every effort to avoid the disturbance of equipment, buildings, and/or colliery workings or the obstruction or interference with any railway track rolling stock or access way of the Authority more than is absolutely necessary for the completion of the Operations in accordance with this Agreement.
6. When working in the vicinity of the railway track whether owned, operated, leased or rented by the Authority, the DBFO Co, unless otherwise agreed in writing by the Authority's Representative, shall not permit constructional plant of any kind to be used and/or materials placed stacked and/or handled in such a manner that in the event of mishandling and/or failure such plant and/or materials could fall foul of a vertical plane 3.0m from the nearest edge of the nearest rail on which trains may run or in the case of any raised platform adjacent to railway track within 3.0m of the raised platform edge.
7. The DBFO Co shall ensure that none of its employees crosses or conveys constructional plant and/or materials across any railway track of the Authority or interferes with any rolling stock whether owned leased or rented by the Authority or not except under such conditions as the Authority's Representative may previously have specified in writing.
8. Excavation near any railway track and/or structure of the Authority shall not commence until any agreed measures required to maintain the stability of the track and/or structures have been carried out to the satisfaction of the Authority's Representative.
9. The DBFO Co shall not enter any colliery workings without the prior written permission of the Authority's Representative. The DBFO Co shall inform the Designer on each and every occasion that an employee of the DBFO Co is required to enter any sub-surface colliery workings for the purposes of completing the Operations in accordance with this Agreement.

10. If during the course of the Operations any colliery workings (whether of a disused nature or not) are encountered the DBFO Co shall immediately secure that part of the Site and inform the Designer and request instructions. The Designer shall consult with and seek instructions immediately from the Authority's Representative. On no account shall any employee of the DBFO Co enter upon such colliery workings without the written permission of the Authority's Representative.
11. The DBFO Co shall take all necessary measures for the protection and securing of any colliery workings on the Site (whether of a disused nature or not) and/or any buildings or structures of the Authority for the prevention of accidents and to prevent any unauthorised access or accidental losses or damage thereto.
12. The DBFO Co shall not discharge nor cause to be discharged any water or other liquid or tip any condemned or surplus material or waste of any kind whatsoever into any colliery workings or disused pit shafts of the Authority without first obtaining the written permission of the Authority's Representative.
13. The DBFO Co shall take all necessary precautions to ensure that any colliery workings or disused pit shafts of the Authority are fully protected from any accidental falls or flows of liquids and/or materials, which by themselves or in combination with any existing deposited materials and/or liquids could cause or aggravate pollution of underground water and/or could cause harm to persons or property on the surface or sub-surface and/or impede any operations of the Authority.
14. On completion of the Operations the DBFO Co shall leave any shallow colliery workings and disused pit shafts in a safe and secure condition sealed as necessary such that access is not possible to any person and this shall be to the satisfaction of the Authority's Representative.
15. The sale of any coal extracted by the DBFO Co is prohibited. Such coal as is extracted remains the property of the Authority and may only be disposed of in such a manner as shall be approved in writing by the Authority's Representative.
16. Where coal is encountered in substantial quantities the DBFO Co shall immediately notify and seek instructions immediately from the Authority's Representative. The DBFO Co may be required to load the coal extracted into transport provided by the Authority, the coal so extracted being the property of the Authority.
17. The DBFO Co shall not stack coal of any kind or quality on the Site unless authorised in writing by the Authority's Representative and shall not expose any coal for recovery unless it is intended to excavate such coal immediately and to transport it from the Site.
18. Compliance with the above requirements shall not relieve the DBFO Co of any of its obligations under this Agreement.

Special Requirements in Relation to British Gas Plc

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - (a) **"Company"** means British Gas PLC.
 - (b) **"Company Representative"** means the staff of British Gas PLC or its Authorised Representatives and Agents.
 - (c) **"Apparatus"** means all surface or sub-surface equipment and plant including any gas pipeline(s), main and/or service owned, leased or rented by British Gas PLC.
2. Before commencing any Operations or moving heavy plant or equipment over any portion of the Site the DBFO Co shall confirm details of any Apparatus within the Site with the Company Representative, who can be contacted at the address shown in Part 1 of this Schedule 8.
3. Where such details show that the Operations or the movement of plant or equipment on the Site may endanger any Apparatus, the DBFO Co shall give the Company Representative at least seven days' written notice of the date on which it is intended to commence such Operations or the movement of plant and equipment in order that the presence of any sub-surface Apparatus can be indicated by markers to be supplied by the Company and placed by the DBFO Co under the supervision of the Company Representative. The DBFO Co shall ensure that all Apparatus is adequately protected from damage and such protective measures shall be to the satisfaction of the Company Representative.
4. In the event of a Company marker being disturbed for any reason, it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of a Company Representative.
5. **The DBFO Co shall carry out all Operations in connection with this Agreement with reference to the requirements of the following publications:**
 - (i) Institute of Gas Engineers: IGE/SR/18 Part 1 (1990), Communication 1947 - "Safe Working in The Vicinity of Gas Pipelines, Mains and Associated Installation" (Part 1: "Operating at Pressures in Excess of 2 Bar").
 - (ii) Health and Safety Executive (HSE): HS (G) 47 - "Avoiding danger from underground services".
 - (iii) British Gas Engineering Standard: BGC/PS/SSW2 - "Code of Practice for Safe Working in The Vicinity of British Gas Transmission Pipelines and Associated Installations Operating at Pressures in Excess of 7 Bar".
 - (iv) British Gas Cathodic Protection Standard GBE/ECP1.
6. The DBFO Co shall avoid the disturbance of Apparatus more than is absolutely necessary for the completion of the Operations in accordance with this Agreement. In particular "Thrust Blocks" and other such supports shall NOT be disturbed without the specific written approval of the Company Representative. The DBFO Co should particularly note that large diameter Gas pipelines may either be:

- (a) Transmission pipelines frequently operating at pressures exceeding 7 bar;
- (b) Low pressure local distribution mains.

For differing reasons either type poses a considerable hazard to safety if damaged. The DBFO Co shall also note that smaller Gas distribution pipes may be of yellow plastic, cast iron, steel or other such material and that unless specifically known to the contrary any such services encountered during the course of the Operations should be assumed to be Gas pipelines and treated as such in accordance with these Special Requirements until positively identified otherwise and the Designer so notified in writing.

7. No vehicle, plant or machinery shall cross, stand, operate or travel within 3.0m of any Apparatus (particularly Gas pipelines) except as approved by the Company Representative. The DBFO Co shall agree its methods of working near any Apparatus with the Company Representative and ensure that any Apparatus is adequately protected from damage by the use of wooden sleeper tracks or reinforced concrete rafts at crossing points as appropriate. Temporary fencing of adequate strength shall be erected to regulate the movement of vehicles plant and machinery in the vicinity of Apparatus. All such protective measures shall be to the satisfaction of the Company Representative.
8. Where for the purposes of completing the Operations in accordance with this Agreement it is necessary to lay a new service across an existing Gas pipeline whether above or below a minimum clearance of 0.6m shall be left between the outside of the Gas pipeline and the new service to be installed. Under no circumstances shall a new service be laid parallel above or below a Gas pipeline. Hydraulic or other form of pressure testing of any new services shall not be permitted within 6.0m of any Gas pipeline unless precautions have been taken involving the use of pre-installation tested pipeline having a design factor of 0.3 for a distance of 6.0m either side of the Gas pipeline and/or such additional precautions including but not limited to sleeving barriers and the like as the Company Representative may require in consultation with the Designer.
9. The DBFO Co shall particularly note that Gas pipelines and other Apparatus are usually cathodically protected to Company standard GBE/ECP1. The Company will require to carry out interaction tests to determine whether its own system will be adversely affected by any new service and/or its protective measures. Any Operations requiring the removal modification and or movement of Apparatus shall only be carried out by the staff of the Company and/or its authorised contractors and Agents. In the event that any cathodic protection posts and/or associated Apparatus require to be removed replaced and/or moved for the purposes of the Operations the DBFO Co shall give not less than seven days' written notice of the requirement to the Company.
10. When excavating or backfilling around Apparatus, the Company Representative shall be given not less than three days' written notice of the DBFO Co's intentions in order that he may supervise the Operations.
11. Backfilling shall be in 150mm layers, or as may otherwise be directed, consolidated layer by layer to the satisfaction of the Company Representative. Fill shall be free from flints stones and carbonaceous material. Where slabbing reduces such depth, clean sand filling shall be used.

12. All excavation adjacent to Apparatus is to be carried out by hand until the exact extent and/or location of Apparatus is known. The DBFO Co shall note the following:

- (1) Mechanical borers shall not be used within 5.0m of Apparatus;
- (2) Hand held power assisted tools shall not be used within 1.5m of Apparatus, without the supervisory presence of a Company Representative.

To prevent any movement of Apparatus during excavation, complete shuttering shall be used if:

- (a) Excavation is deeper than the depth of cover of adjacent Apparatus;
- (b) Excavation is within 3.0m of Apparatus in stable soil;
- (c) Excavation is within 6.0m of Apparatus in unstable soil.

Where excavation results in the exposing of Gas pipelines or other Apparatus, protective timber cladding shall be applied to the Gas pipelines or Apparatus to the satisfaction of the Company Representative and shall be maintained until such excavation is reinstated and backfilled.

13. If for the completion of the Operations the DBFO Co intends using any of the following:

- (i) Pile driving equipment within 15.0m of Apparatus (or such greater distance as may be required to ensure that the MAXIMUM peak particle velocity as measured at the Apparatus does NOT exceed 25mm per second);
- (ii) Explosives within:
 - (a) 400.0m of exposed Apparatus;
 - (b) 100.0m of buried Apparatus;
- (iii) Hot Works welding and the like within 15.0m of Apparatus;
- (iv) Hydraulic testing within 6.0m of Apparatus,

the DBFO Co shall advise the Company Representative, giving at least seven days' written notice, in order that any special protective measures for the Apparatus affected may be arranged. The DBFO Co SHALL NOT proceed with the use of any of the above without the written consent of the Company Representative.

14. All Apparatus manholes and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches and/or any further equipment required by the Company for the maintenance of its Apparatus shall be maintained at all reasonable times and unless otherwise agreed in writing by the Company Representative a clearance of 6.0m shall be allowed for such access.
15. The covers to Apparatus manholes and/or other access points and chambers shall only be lifted under the direct supervision of the Company Representative. No employee of the DBFO Co shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before a gas check as specified by the Company Representative has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the chamber

and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and chambers when required.

16. In the event of any damage whatsoever even of a minor nature to Apparatus particularly to gas pipeline coatings and/or test leads, the DBFO Co shall immediately inform the Department's Nominee and report the occurrence by contacting the Company Representative. The Company Representative will arrange for repairs to be carried out.

EMERGENCY ACTION

17. The following actions shall be taken by the DBFO Co in the event of a gas leak in any Apparatus:
- (a) Evacuate all personnel from the vicinity of the pipeline damage or leak.
 - (b) Remove and/or extinguish all sources of ignition for a distance of at least 200m in all directions from the location of the leak. This precaution shall include a ban on the use of any electrical equipment falling within this limit.
 - (c) IMMEDIATELY inform the Company, the Emergency Services (if required) and the Department's Nominee in that order.

**THE EMERGENCY TELEPHONE NUMBER OF THE COMPANY IS:
0800 111 999**

- (d) Secure the area from the approach of all employees' traffic and/or the general public.
 - (e) Render every assistance to the Emergency Services and/or the Company as shall be requested for the purposes of mitigating damage arising from the leak and/or for the purposes of securing public safety.
 - (f) **DO NOT ATTEMPT TO SEAL ANY LEAK OF GAS AT THE POINT OF DAMAGE.**
18. Compliance with the above requirements shall not relieve the DBFO Co of any of its obligations under this Agreement.

Special Requirements in Relation to the British Pipeline Agency Ltd

1. In these Special Requirements the following terms shall have the meanings assigned to them:

- (a) "**Authority**" means the British Pipeline Agency Ltd.
- (b) "**Authority's Representative**" means the staff of the British Pipeline Agency Ltd or its Authorised Representatives and Agents.
- (c) "**Pipeline**" means pipelines administered by the British Pipeline Agency Ltd and includes any associated apparatus administered by the Authority.

2. Government oil pipelines are subject to the statutory control of the Department of Trade and Industry or Ministry of Defence. The erection of buildings or structures or the carrying out of any Operations (subject to minor exceptions) within 3.0m of the line or immediately above the line of any such Pipeline without the consent of the respective Minister is prohibited. Commercial pipelines carrying oil or gas operate under private acts of Parliament and are subject to similar restrictions. At certain locations as part of multiple routes pipelines operated by British Gas Plc may be involved. The Authority are agents for any such Pipeline.

3. Before commencing any Operations or moving heavy plant or equipment over any portion of the Site the DBFO Co shall confirm details of any Pipeline administered by the Authority within the Site with the Authority's Representative, who can be contacted at the address shown in Part 1 of this Schedule 8.

Pipeline administered by the Authority is for gas or oil carriage at high pressures and is usually of steel construction. Pipeline may vary in size from 75mm to 900mm diameter. In general, Pipeline routes are indicated by marker posts at road crossings, fences, hedgerows and the like. Depth of cover is usually a minimum of 1.0m.

4. Where such details show that the Operations or the movement of plant or equipment may endanger any Pipeline, the DBFO Co must give the Authority's Representative at least seven days' written notice of the date on which it is intended to commence such Operations or the movement of plant and equipment on Site in order that the presence of any Pipeline can be indicated by markers to be supplied and placed by the DBFO Co and if appropriate under the supervision of the Authority's Representative. No vehicle plant or machinery shall cross stand operate or travel within 3.0m of any Pipeline except as approved by the Authority.

The DBFO Co shall agree its methods of working near any such Pipeline with the Authority's Representative and ensure that any Pipeline is adequately protected from damage by the use of wooden sleeper tracks or reinforced concrete rafts as appropriate. Temporary fencing of adequate strength shall be erected to regulate the movement of vehicles plant and machinery in the vicinity of the Pipeline. All such protective measures shall be approved by the Authority's Representative.

For the purposes of access by the Authority to any Pipeline or along the route of a Pipeline, a minimum 6.0m clearance shall be maintained so far as is reasonably possible at all times.

5. The DBFO Co shall make every effort to avoid the disturbance of any Pipeline more than is absolutely necessary for the completion of the Operations in accordance with this Agreement.
6. All excavation adjacent to any Pipeline shall be carried out by hand until the exact location of the Pipeline is known. Mechanical borers and/or excavators shall not be used within 3.0m of any Pipeline. To prevent movement of any Pipeline during excavation, complete shuttering and other adequate and appropriate support measures agreed with the Authority shall be used if:
 - (a) Excavation is deeper than the depth of cover of any adjacent Pipeline;
 - (b) Excavation is within 3.0m of any Pipeline in stable soil;
 - (c) Excavation is within 6.0m of any Pipeline in unstable soil.

If for the completion of the Operations the DBFO Co intends using any of the following:

- (i) Pile driving equipment within 30.0m of any Pipeline;
- (ii) Explosives within 200.0m of any Pipeline;
- (iii) Any hot work such as welding and the like within 6.0m of any Pipeline,

the DBFO Co shall advise the Authority's Representative, giving at least seven days' written notice, in order that any special protective measures for the Pipeline affected may be arranged and if thought appropriate the Authority's Representative may attend upon Site to supervise such Operations.

7. Where new services are to pass under an existing Pipeline, the minimum clearance shall be 300mm. A concrete slab 100mm thick by 1.0m wide by 6.0m long shall be placed 150mm below the Pipeline following the new service route.

Where new services are to pass over an existing Pipeline, the minimum clearance shall be 300mm. A concrete slab 100mm thick by 1.0m wide by 6.0m long shall be placed 150mm above the Pipeline following the new service route.

Where the new service is a pipeline, the section traversing the easement of the Authority shall be pre-installation tested to full working limits. If yield testing is proposed a single length of pre-yield tested pipe shall be used to span the easement of the Authority. At points where British Gas PLC have an interest it may be required that the new pipeline be temporarily sleeved with line quality pipe for up to 13.0m.

The DBFO Co should particularly note that the Pipeline may have cathodic protection arrangements which could adversely affect steel or iron structures or services in the immediate vicinity of the Pipeline. The DBFO Co should make provision for any necessary testing to ascertain the possibility of such detrimental interaction. Neither Pipeline owners nor the Authority can be held responsible for damage to works the cause of which is thought to originate in any such interaction with the cathodically protected Pipeline.

8. When backfilling around any Pipeline administered by the Authority, the Authority's Representative shall be given adequate notice, which shall not be less than three days, of

the DBFO Co's intentions in order that he may attend upon the Site to inspect the work and supervise the operation.

Backfilling shall be in 225mm layers consolidated layer by layer. Fill shall be free from flints stones and carbonaceous material. Where slabbing reduces such depth clean sand filling shall be used.

EMERGENCY ACTION

9. The following actions shall be taken by the DBFO Co in the event of a leak in any Pipeline:
- (a) Remove all personnel from the immediate vicinity.
 - (b) So far as is possible remove and/or extinguish all sources of ignition for a distance of at least 400m in all directions from the location of the leak. This precaution shall include a ban on the use of any electrical apparatus falling within this limit.
 - (c) IMMEDIATELY inform the Authority, the Emergency Services (if required) and the Department's Nominee in that order.
 - (d) Secure the area from the approach of traffic and/or the general public.
 - (e) Render every assistance to the Emergency Services and/or Authority as shall be requested for the purposes of mitigating damage arising from the leak and/or for the purposes of securing public safety.
 - (f) DO NOT ATTEMPT TO SEAL ANY LEAK OF GAS OR OIL AT THE POINT OF DAMAGE.
 - (g) With regard to landslope and any apparent flow direction of any leaking oil, BUT WITHOUT COMPROMISE TO paragraph 9 (a) or (b) above, construct, if possible and as necessary, dams or bunds with earth and/or board to prevent oil flows reaching ditches streams drains manholes or other such water courses and ducts.
10. Compliance with the above requirements shall not relieve the DBFO Co of any of its obligations under this Agreement.

Special Requirements in Relation to the Environment Agency (formerly the National Rivers Authority)

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - (a) "**Authority**" means the Environment Agency.
 - (b) "**Authority's Representative**" means the Area Engineer and appropriately authorised staff of the Environment Agency or its Authorised Representatives and Agents.
 - (c) "**Watercourse**" means all water resources including ground and/or percolating water together with all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, lakes, ponds, reservoirs, docks, channels, creeks, bays, estuaries or arms of the sea together with all associated apparatus and appliances administered by the Authority in pursuit of or as part of its statutory functions.
2. The DBFO Co shall particularly note that the Authority is established by Act of Parliament and that its responsibilities for Watercourses property and premises are the subject of statutory law and/or local bye-law with which the DBFO Co should familiarise itself.
3. The DBFO Co shall give the Authority's Representative at least 14 days' written notice before commencing any Operations or moving heavy plant or equipment over any portion of the Site and shall provide the Authority's Representative with an outline programme for the Operations which shall be kept fully updated throughout the period of the conduct of the Operations. The DBFO Co shall give the Authority's Representative NOT LESS than 7 days' written notice of any change in programming which affects any Watercourse. The Authority's Representative can be contacted at the address shown in Part 1 of this Schedule 8.
4. All Operations on in or affecting Watercourses property or premises for which the Authority is responsible shall be carried out in such a manner so as not to endanger the Watercourses property or premises for which the Authority is responsible and/or any persons entitled to be present.
5. The Authority's Representative shall at all reasonable times have access to any part of Watercourses property or premises for which the Authority is responsible on the Site.
6. Where for the purposes of completing the Operations in accordance with this Agreement, excavation is required affecting Watercourses property or premises for which the Authority is responsible, the DBFO Co shall give the Authority's Representative 3 days' written notice of such excavation Operations so that the Authority's Representative may attend upon the Site to supervise the excavation.
7. If the execution of the Operations requires access onto or over the floodbank of a Watercourse the DBFO Co shall provide proper means for such access by way of temporary ramps of suitable gradient surfaced with stone or other material as shall be approved by the Authority's Representative. ON NO ACCOUNT shall the level of the floodbank crest be reduced without the written permission of the Authority's Representative and then ONLY under such conditions and restrictions as the Authority's Representative may require.

8. Where for the purposes of completing the Operations in accordance with this Agreement there is a requirement for a bank and/or floodbank or part thereof to be temporarily removed such removal shall ONLY be carried out with:
 - (a) The written permission of the Authority's Representative and then ONLY under such conditions and restrictions as the Authority's Representative may require; and
 - (b) The provision of a suitable alternative flood barrier to be approved by the Authority's Representative which shall be maintained to the full height of the original floodbank until such times as reinstatement of the original floodbank is completed to the satisfaction of the Authority's Representative.
9. Throughout the period of this Agreement the DBFO Co MUST take all necessary measures with regard to the Watercourse flood plain and/or continued operation of land drainage systems to ensure:
 - (a) flow rates are maintained; and
 - (b) the FULL AND PROPER discharge of any flood waters.
10. The DBFO Co SHALL NOT at any time construct temporary access or haul roads within the floodplain area whose surface level is higher than the existing floodplain ground level. Upon the completion of the Operations all such Temporary Works shall be removed and the floodplain reinstated to the satisfaction of the Authority's Representative.
11. The DBFO Co SHALL NOT at any time store or stockpile on the floodplain area equipment and/or materials that will float or contaminate a Watercourse in the event of the floodplain being inundated.
12. Throughout the period of this Agreement the DBFO Co shall ensure that the structural integrity of any fluvial tidal and/or sea defence works is fully protected and maintained.
13. The DBFO Co shall take all necessary measures to secure the protection of all Watercourses including water in underground strata against silting erosion flooding and/or pollution of the water so as not to affect adversely the quality or appearance thereof or cause injury or death to animal aquatic or plant life and/or damage to property and land. Such protective measures shall include, but not be limited to, the following:
 - (a) All fuel lubricating oil and/or other liquid chemicals stored on the Site shall be located as far as reasonably possible and in any case NOT LESS THAN 10.0M from any Watercourse and such stores shall be sited on impervious bases and surrounded by an effective impervious bund capable of containing the full contents of the store plus 10% and with a sealed drainage system with no discharge to any Watercourse land or groundwater. All such stores shall be kept locked or otherwise secured when not in use and all containers therein must bear clear labels giving full descriptions of the contents. A stock of absorbent material suitable for use on the contents of the store MUST be maintained on the Site.
 - (b) Any leaking and/or empty oil/fuel/chemical containers shall be removed from the Site immediately.

- (c) All equipment using fuel/oil shall be located as far as reasonably possible from any Watercourse and shall be surrounded with oil absorbent material to contain spills and leaks.
- (d) The refuelling of machines shall be strictly controlled and confined to a location as far as reasonably possible from any Watercourse.
- (e) Providing for silted or discoloured water from the Operations and/or the cleaning of vehicles or cement/concrete using plant to be treated or settled in a lagoon prior to discharge into a Watercourse, which discharge shall only take place with the approval of the Authority's Representative.
- (f) Prevention of the unauthorised abstraction extraction and/or drawing of water for any reason from any Watercourses property or premises for which the Authority is responsible. While protecting any existing abstraction arrangements whether licensed or not together with any domestic abstractions exempt from such licensing requirements. (A list of licensed abstractions is available on a public register).
- (g) Ensuring that any ford required to allow plant or vehicles to cross a Watercourse consists of steel plank roadway hardcore road and/or exceptionally a series of concrete pipes sufficient to carry the dry weather flow of the Watercourse topped with concrete slabs at such a level that flood water will overtop the obstruction without causing flooding or other adverse effects and that such construction as is permitted by the Authority is entirely removed from the Watercourse upon the completion of the Operations and any access ramps or banks shall be fully reinstated to the satisfaction of the Authority's Representative.
- (h) Ensuring that any plant used in or fording a Watercourse is not leaking and/or does not leak fuel oil and/or any other fluid.
- (i) Ensuring that the use of any concrete mixing plant or ready mix vehicle together with the placing of any wet concrete in or adjacent to any Watercourse is strictly controlled in such a manner that cement contamination of the Watercourse does not occur.
- (j) Ensuring that only material free from polluting toxic substances is used at locations where drainage from new material can directly or indirectly enter any Watercourse.
- (k) Where for the purposes of completing the Operations in accordance with this Agreement any work is required on a sewer of any kind in particular a trunk sewer, ensuring that such work is only carried out with the full knowledge of the sewer authority and then ONLY under such conditions and restrictions as the Authority's Representative and the sewer authority may impose.
- (l) Ensuring that the banks and foreshore of any Watercourse are kept clear of material plant and other items unless actually in use for the purposes of the Operations.

- (m) Ensuring that materials intended for or arising from the Operations together with any other plant and/or equipment are not stored or disposed of:

- (i) in the Watercourse; nor
- (ii) placed in such a manner where such items might fall slip or be washed into any Watercourse.

- (n) Preventing the spread of the following plant species:

- (i) Japanese Knotweed;
- (ii) Giant Hogweed.

In particular any spoil or other such arisings contaminated with or suspected of being contaminated with the rhizomes and/or roots of these species SHALL NOT be spread to areas currently free of these plants but shall be disposed of as directed by the Authority's Representative.

- (o) In the preparation of its programme for the Operations ensuring that the Watercourse is NOT disturbed during:

- (i) the period October to March inclusive where significant populations of salmonoid fish are present;

and/or

- (ii) the period April to June inclusive where significant populations of coarse fish are present,

unless otherwise specifically agreed in writing by the Authority's Representative (and then ONLY under such conditions and restrictions as the Authority's Representative may apply).

- (p) Regularly scraping and maintaining free from deposits of slurry or other debris haul roads on the Site and the approaches to any Watercourse. Any arisings shall be disposed of as directed by the Authority's Representative.
- (q) Ensure that surface water drains are not contaminated by any debris or other arisings from the Operations.
- (r) Provide suitable sheeting under any structure over a Watercourse where the structure is to be cleaned by mechanical or chemical means and/or painted in order to prevent material entering the Watercourse.

In the event that notwithstanding the taking of such protective measures any incident occurs which may place the Watercourse (including water in underground strata) or fish populations at risk, the DBFO Co shall IMMEDIATELY inform the Authority's Representative and the Department's Nominee and shall immediately carry out instructions of the Authority's Representative to abate and remedy the situation.

14. The DBFO Co shall NOT without the specific written permission of the Authority's Representative (and then ONLY under such conditions and restrictions as the Authority's Representative may require) do any of the following:

- (a) Remove "bed" material for use in the construction of the Operations or elsewhere.
 - (b) Remove from any part of the bottom channel or bed of a Watercourse a deposit accumulated by reason of any dam weir or sluice and SHALL NOT undertake such removal by causing the deposit to be carried away in suspension in the waters.
 - (c) Remove vegetation other than fallen trees from or adjacent to any Watercourse.
 - (d) Allow cut vegetation from approved clearance Operations to enter any Watercourse.
 - (e)
 - (i) Remove aquatic weeds in the period May to August inclusive.
 - (ii) Spray aquatic weeds.
 - (f) Use floating plant barges and/or pontoons and the like in any Watercourse.
 - (g) Display any advertisement or other material, except as specifically required by this Special Requirement, on or above Watercourses property or premises for which the Authority is responsible.
 - (h) Discharge surface water of any kind in any way into Watercourses property or premises for which the Authority is responsible.
 - (i) Construct any Temporary Works in the Watercourse and/or temporarily divert obstruct and/or pipe any Watercourse and/or obstruct any floodplain by spoil heaps or by any other means except where and to the extent that approval has been specifically given and/or previously obtained.
 - (j) Close any navigable Watercourse to waterborne craft or traffic without giving the Authority's Representative at least 28 days' written notice. (The granting of permission for such a closure MUST NOT be presumed).
 - (k) Notwithstanding the approval of any other Statutory and/or Regulatory body, use explosives in or adjacent to any Watercourse property or premises for which the Authority is responsible (permission for such use by the Authority will ONLY be granted IN THE MOST EXCEPTIONAL CIRCUMSTANCES).
15. Where for the purposes of completing the Operations in accordance with this Agreement, any Operations are required above or in the Watercourse the DBFO Co shall, except where otherwise specified in this Agreement or agreed in writing by the Authority's Representative:
- (a) Provide and maintain a minimum height clearance as shall be specified in writing by the Authority's Representative above the water surface of the Watercourse or highest expected water surface where this is variable.
 - (b) Stockpile keep clean and replace on completion of the Operations any "bed" material necessarily removed from the Watercourse in the course of the construction of the Operations.

- (c) Submit to the Authority's Representative written proposals for maintaining at all times free passage of fish.

THE DBFO CO SHOULD PARTICULARLY NOTE WHEN PLANNING ANY OPERATIONS IN RELATION TO THE WATERCOURSE THAT THE AUTHORITY CANNOT GUARANTEE ANY PARTICULAR WATER LEVEL OR DEPTH NOR PREVENT ANY FLUCTUATIONS TO SUCH WATER LEVEL DEPTH OR SPEED OF FLOW IN ANY WATERCOURSE.

16. Where for the completion of the Operations in accordance with this Agreement, Operations are required on or near the edge of a navigable Watercourse and such Operations involve projections of any kind into the navigable channel and/or anywhere vertically above the line of its edge the DBFO Co shall:
 - (a) Throughout the course of the Operations provide permanent markers on the extremities from the bank of the projection by the placing thereon of warning markers/notices/lights as specified by the Authority's Representative.
 - (b) If the projection of the Operations into the navigable channel exceeds 0.5m the projecting Operations shall be protected from the impact of passing waterborne craft as specified by the Authority's Representative.
 - (c) Provide notice boards of a type size shape colour and with a written warning as specified by the Authority's Representative, which shall be sighted on the Watercourse edge as required by the Authority's Representative.
17. Any floating plant barge and/or pontoon on the Watercourse for which the DBFO Co has obtained the permission of the Authority's Representative shall at all times be properly secured so as not to constitute a hazard to navigation and/or Watercourse management and all reasonable precautions shall be taken by the DBFO Co to prevent accidental or malicious casting adrift or sinking.
18. If any plant, floating plant, barge and/or pontoon falls or sinks or is cast adrift in the Watercourse the DBFO Co shall immediately inform the Authority's Representative and the Department's Nominee and take immediate steps to make the hazard known to users of the Watercourse. The DBFO Co shall immediately arrange the salvage/re-securing of the plant, floating plant, barge and/or pontoon from the Watercourse and until such salvage/re-securing has been completed the DBFO Co shall provide buoys and markers and erect warning notices indicating the navigation hazard to Watercourse users to the satisfaction of the Authority's Representative.
19. The DBFO Co shall not reduce the width of any Watercourse at any time without the written approval of the Authority's Representative. In order to consider a request for a temporary reduction in the width of any Watercourse the Authority's Representative will require fully detailed proposals, which show evidence that the DBFO Co has made every effort to minimise:
 - (a) The risk of damage to the Watercourse and/or its channel.
 - (b) The risk of flooding at all potential flow conditions within the Watercourse.
 - (c) The length of time such reduction in Watercourse width will be required.

20. If, for the purposes of completing the Operations in accordance with this Agreement, the Operations necessitate the closure and/or the reduction in width of any Watercourse access or footpath the DBFO Co shall give to the Authority at least 7 days' written notice and shall provide to the satisfaction of the Authority's Representative:
- (a) An alternative pedestrian access with a minimum width of 2.0m with adequate fencing to each side which shall be smoothly surfaced with 75mm of ashes or such similar material as may be specified by the Authority's Representative.
 - (b) An alternative emergency access for the Authority's plant and equipment with a minimum width of 3.5m and adequately surfaced for the passage of vehicles plant and/or equipment which surface shall have a maximum gradient of 1 in 10.
21. The DBFO Co shall keep the Watercourses property or premises for which the Authority is responsible free from rubbish. The DBFO Co shall not leave rubbish on or in Watercourses property or premises for which the Authority is responsible and shall clear away and remove all constructional plant, surplus materials and Temporary Works from Watercourses property or premises for which the Authority is responsible as and when these cease to be required for the purpose of the Operations.
22. Unless otherwise expressly stated in this Agreement upon completion of the relevant Operations the DBFO Co shall remove any ford, coffer dam and/or other Temporary Works from the Watercourses property or premises for which the Authority is responsible.
23. Except where otherwise provided for in this Agreement every part of the bank and/or channel of the Watercourse shall be fully reinstated by the DBFO Co to the surrounding bank profile topsoiled seeded and/or turfed as appropriate.
24. Except where otherwise provided for in this Agreement all property and premises affected by the Operations for which the Authority is responsible shall be fully reinstated and all damage to land property or premises for which the Authority is responsible shall be made good by the DBFO Co to the satisfaction of the Authority's Representative.

EMERGENCY ACTION

25. The following actions shall be taken by the DBFO Co in the event of any breach and/or risk of major pollution to a Watercourse or land drainage area or any incidence of fish kill:
- (a) IMMEDIATELY inform the Authority, the Emergency Services (if required) and the Department's Nominee in that order.

FOR THE AUTHORITY telephone: "0800 807060"
 - (b) Secure the area from the approach of traffic and/or the general public.
 - (c) Render every assistance to the Authority and/or the Emergency Services as shall be requested for the purposes of mitigating damage and/or for the purposes of securing public safety.
 - (d) With regard to landslope and any apparent flow direction of any water flowing from any breach, construct if possible and as necessary dams bunds with earth board and/or sheet to prevent or restrain loss of water from the Watercourse and/or flows inundating any adjacent property.

- (e) With regard to landslope and any apparent flow direction of any potentially polluting material or liquid, construct if possible and as necessary dams bunds with earth board and/or sheeting to prevent or restrain such material from reaching the Watercourse and/or flows inundating any adjacent property.
 - (f) Where, notwithstanding the above, potentially polluting material or liquid has entered a Watercourse, construct if possible dams/booms with board and/or sheet materials to retain and limit the extent/effect of such pollutants within the Watercourse pending instructions for full remedial action while permitting the continued flow of water.
- 26. Compliance with the above requirements shall not relieve the DBFO Co of any of its obligations under this Agreement.

Special Requirements in Relation to Welsh Office Agriculture Department ("WOAD")

1. In this Section:

"WOAD Representative" means one or more members of staff of the Welsh Office Agriculture Department or its appropriately authorised representative or agent empowered to act on its behalf.

2. Before commencing any work over any portion of the Site the DBFO Co shall confirm with the WOAD Representative details of any restrictions relating to the prevention of the spread of animal, plant and/or poultry diseases which may for the time being be in force relating to the Site and any surrounding land and/or access ways to which the DBFO Co or any sub-contractor employed by him may have or seek to gain entry for the purpose of the Works. The WOAD Representative can be contacted at:

Welsh Office Agriculture Department
Government Buildings
Penrallt
Caernafon
Gwynedd LL55 1EP

Telephone: 01286 674144
Fax: 01286 677749

3. The DBFO Co shall ensure that his employees and the employees of any sub-contractor employed by him shall, at all times, avoid all contact with livestock on or adjacent to the Site and keep strictly to any route which has been agreed with any owner/occupier of land affected by the Works.
4. Where it is necessary for the purpose of the Works to enter land on which livestock are or may be kept, the DBFO Co shall take all precautions to prevent any livestock penetration from adjacent land onto such land and/or contact between any livestock on that land and other livestock from adjacent land.
5. Where it is necessary for the purpose of the Works to enter land which is or has recently been occupied by livestock, the DBFO Co shall provide, at each entry or exit to such land, appropriate arrangements for disinfecting all footwear and vehicles upon entry or exit from the land to the satisfaction of the WOAD Representative. The DBFO Co shall ensure that all footwear and vehicles are cleansed of all dirt and mud before disinfecting with a clean disinfectant, regularly replenished at the correct dilution and which carries a valid citation on the label certifying approval by the WOAD.
6. The DBFO Co shall not enter any buildings occupied or used by livestock without the written consent of the owner/occupier of those buildings. The DBFO Co shall only enter the buildings for the purposes of the Works, and at all times shall wear rubber boots and protective overgarments of an appropriate type, which shall be disinfected upon the entry and exit from the buildings in accordance with the instructions given at paragraph 5 above.
7. Notwithstanding any other provisions within this Agreement, the DBFO Co shall take all necessary precautions to ensure that streams, ditches and water troughs are not polluted as a result of the carrying out of the Works and that ditches and drainage outfalls are adequately protected from damage, pollution and/or silting, to the satisfaction of the WOAD Representative.

8. The DBFO Co shall ensure that litter and/or debris resulting from the Works is not left or allowed to accumulate on or adjacent to the Site in areas accessible to livestock. The DBFO Co shall promptly remove all discarded human foodstuffs as these may carry infectious agents harmful to livestock.
9. The DBFO Co shall ensure that all gates are kept closed and appropriately secured and shall make every effort to avoid damage to fences, hedges, trees and walls in order to prevent livestock from straying. Where such damage does occur, the DBFO Co shall take immediate action to secure any resulting breach from the penetration and/or escape of livestock and immediately thereafter notify the WOAD Representative who shall consult the owner/occupier as appropriate.
10. In addition to the above requirements, the DBFO Co shall take all necessary precautions to protect stock herds against the risk/spread of Brucellosis. Such precautions shall include, but not be limited to, the provision by the DBFO Co at each entry or exit to such land, appropriate arrangements for disinfecting all footwear and vehicles upon entry or exit from such land to the satisfaction of the WOAD Representative. The DBFO Co shall ensure that all footwear and vehicles are cleansed of all dirt and mud before disinfecting with a clean disinfectant, regularly replenished at the correct dilution and which carries a valid citation on the label certifying approval by the WOAD.
11. The DBFO Co shall strictly comply with any restrictions and/or precautions relating to the movement of soil which may be requested by the WOAD in the interest of restricting the spread of the following crop diseases:

Rhizomania	(affecting beet)
Red Core Disease	(affecting strawberries)
Wart Disease	(affecting potatoes)
Verticillium Wilt	(affecting hops)
Cyst Nematodes	(affecting potatoes/beet).

12. The DBFO Co shall strictly comply with any restrictions and/or precautions relating to the movement of soil which may be requested by the WOAD in the interests of preventing the spread of the following plant species:

Japanese Knotweed
Giant Hogweed.

In particular, any soil or other such arisings contaminated with or suspected of being contaminated with the rhizomes and/or roots of these species shall not be spread to areas currently free of these plants, but shall be disposed of as directed by the WOAD Representative.

13. With regard to livestock diseases:

Foot and Mouth Disease
Newcastle Disease (fowl pest)
Swine Fever
Swine Vesicular Disease.

Should an outbreak of any of the above highly infectious diseases occur in the area the DBFO Co and/or any sub-contractor employed by him shall not enter further upon any land and shall immediately inform the WOAD Representative and request instructions.

With regard to carcase burial pits:

Such pits contain the remains of animals which have been slaughtered for the purposes of containing certain diseases (particularly Foot and Mouth, but occasionally Anthrax).

Unauthorised exhumation of such carcases is illegal. Where there is prior knowledge that carcase burial pits may exist in the area of the Works, the WOAD Representative may be able to offer assistance in their location. However, if during the course of the Works a carcase burial pit is encountered by the DBFO Co or any sub-contractor employed by him, all work shall cease at that location and the DBFO Co shall appropriately secure that area of the Site against access and immediately inform and request instructions from the WOAD Representative.

14. Compliance with the above requirements shall not relieve the DBFO Co of any of its obligations under this Agreement.

Special Requirements in Relation to Cable & Wireless Communications Services Limited

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - (a) "**Company**" means Cable & Wireless Communications Services Limited.
 - (b) "**Company Representative**" means the staff of Cable & Wireless Communications Services Limited or its Authorised Representatives and Agents.
 - (c) "**Apparatus**" means all surface or sub-surface equipment and plant including any associated cabling and/or ducting owned, leased or rented by Cable & Wireless Communications Services Limited.
2. Before commencing any Operations or moving heavy plant or equipment over any portion of the Site the DBFO Co shall confirm details of the Apparatus within the Site with the Company Representative, who can be contacted at the address shown in Part 1 of this Schedule 8.
3. Where such details show that the Operations or the movement of plant or equipment may endanger any Apparatus, the DBFO Co must give the Company Representative at least 7 days' written notice of the date on which it is intended to commence such Operations or the movement of plant and equipment in order that the presence of any sub-surface Apparatus can be indicated by markers to be supplied by the Company and placed by the DBFO Co under the supervision of a Company Representative. The DBFO Co shall ensure that all Apparatus, particularly surface running cabling, is adequately protected from damage and such protective measures shall be to the satisfaction of the Company Representative.
4. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of a Company Representative.
5. The DBFO Co shall take particular care in relation to the protection of Apparatus, where such Apparatus includes the presence within the Site of optical fibre and/or co-axial cabling. The DBFO Co should particularly note that damage to such Apparatus is extremely disruptive to the Company network and costly to reinstate. The DBFO Co shall make every effort to avoid the disturbance of Apparatus more than is absolutely necessary for the completion of the Operations in accordance with this Agreement.
6. When excavating around, moving or backfilling around Apparatus, the Company Representative shall be given adequate written notice, which shall not be less than 3 days, of the DBFO Co's intentions in order that he may supervise the Operations. The DBFO Co should note that the normal depth of cover for Apparatus and ducts is as follows:
 - (a) In carriageways 600mm, which is to be maintained.
 - (b) In footways 450mm, which is to be maintained.

Where the 600/450mm depth of cover cannot be maintained the DBFO Co shall carry out the instructions of the Company Representative for the protection of Apparatus. Actions following his instructions shall be supervised by a Company Representative. Where the required depth of cover cannot be maintained over cabling, such cables as are affected

shall be enclosed and protected in UPVC duct to be supplied by the Company as directed by the Company Representative.

With regard to excavation in the vicinity of any Apparatus and ducts the DBFO Co shall have particular regard to the possibility of reduced cover and the encountering of such Apparatus and ducts at depths of cover less than that given at paragraphs 6(a) and (b) above.

7. All excavation adjacent to Apparatus shall be carried out by hand until the exact extent and/or location of Apparatus is known. Mechanical borers and/or excavators shall not be used within 1.0m of Apparatus without the supervisory presence of a Company Representative. To prevent any movement of Apparatus during excavation, complete shuttering shall be used if:
- (a) Excavation is deeper than the depth of cover of adjacent Apparatus.
 - (b) Excavation is within 1.0m of Apparatus in stable soil.
 - (c) Excavation is within 5.0m of Apparatus in unstable soil.

If for the completion of the Operations the DBFO Co intends using any of the following:

- (i) Pile driving equipment within 10.0m of Apparatus;
- (ii) Explosives within 20.0m of Apparatus;
- (iii) Laser equipment within 10.0m of Apparatus,

the DBFO Co shall advise the Company Representative, giving at least 7 days' written notice, in order that any special protective measures for the Apparatus affected may be arranged.

8. All Company manholes, joint boxes and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches, cabledrums and/or any further equipment required by the Company for the maintenance of its Apparatus shall be maintained at all reasonable times. The DBFO Co shall particularly note that footway type jointing chambers are not specified for carriageway loadings and will need to be adequately protected and/or demolished and rebuilt under the supervision of a Company Representative where such chambers are likely to be placed at risk, either temporarily or permanently, from the movement of plant and/or equipment on the Site.
9. The covers to Company chambers and/or Apparatus shall only be lifted by means of appropriate keys obtained from the Company Representative and under the direct supervision of the Company Representative. No employee of the DBFO Co shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before the mandatory gas check has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the chamber and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and chambers when required.
10. In the event of any damage whatsoever to Apparatus the DBFO Co shall immediately inform the Department's Nominee and report the occurrence immediately by contacting the Company as follows:

Cable & Wireless Communications Services Ltd

Telephone: 0800 622599 (24 hours)

11. Compliance with the above requirements shall not relieve the DBFO Co of any of its obligations under this Agreement.

Special Requirements in Relation to British Telecommunications plc.

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - (a) "**Company**" means British Telecommunications plc.
 - (b) "**Company Representative**" means the staff of British Telecommunications plc or its Authorised Representatives and Agents.
 - (c) "**Apparatus**" means all surface or sub-surface equipment and plant including any associated cabling and/or ducting owned, leased or rented by British Telecommunications plc.
2. Before commencing any Operations or moving heavy plant or equipment over any portion of the Site the DBFO Co shall confirm details of the Apparatus within the Site with the Company Representative, who can be contacted at the address shown in Part 1 of this Schedule 8.
3. Where such details show that the Operations or the movement of plant or equipment may endanger any Apparatus, the DBFO Co shall give the Company Representative at least 7 days' written notice of the date on which it is intended to commence such Operations or the movement of plant and equipment in order that the presence of any sub-surface Apparatus can be indicated by markers to be supplied by the Company and placed by the DBFO Co under the supervision of a Company Representative. The DBFO Co shall ensure that all Apparatus, particularly surface running cabling, is adequately protected from damage and such protective measures shall be to the satisfaction of the Company Representative.
4. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of a Company Representative.
5. The DBFO Co shall take particular care in relation to the protection of Apparatus, where such Apparatus includes the presence within the Site of optical fibre and/or co-axial cabling. The DBFO Co should particularly note that damage to such Apparatus is extremely disruptive to the Company network and costly to reinstate. The DBFO Co shall make every effort to avoid the disturbance of Apparatus more than is absolutely necessary for the completion of the Operations in accordance with this Agreement.
6. When excavating around, moving or backfilling around Apparatus, the Company Representative shall be given adequate notice, which shall not be less than 3 days, of the DBFO Co's intentions in order that he may supervise the Operations. The DBFO Co should note that the normal depth of cover for Apparatus and ducts is as follows:
 - (a) In carriageways 600mm, which is to be maintained.
 - (b) In footways 450mm, which is to be maintained.

Where the 600/450mm depth of cover cannot be maintained the DBFO Co shall carry out the instructions of the Company Representative for the protection of Apparatus. Actions following his instructions shall be supervised by the Company Representative. Where the required depth of cover cannot be maintained over cabling, such cables as are affected

shall be enclosed and protected in UPVC duct to be supplied by the Company as directed by the Company Representative.

With regard to excavation in the vicinity of Apparatus and ducts the DBFO Co should have particular regard to the possibility of reduced cover and the encountering of such Apparatus and ducts at depths of cover less than that given at paragraphs 6(a) and (b) above.

7. All excavation adjacent to Apparatus shall be carried out by hand until the exact extent and/or location of Apparatus is known. Mechanical borers and/or excavators shall not be used within 1.0m of Apparatus without the supervisory presence of a Company Representative. To prevent any movement of Apparatus during excavation, complete shuttering shall be used if:
 - (a) Excavation is deeper than the depth of cover of adjacent Apparatus.
 - (b) Excavation is within 1.0m of Apparatus in stable soil.
 - (c) Excavation is within 5.0m of Apparatus in unstable soil.

If for the completion of the Operations the DBFO Co intends using any of the following:

- (i) Pile driving equipment within 10.0m of Apparatus;
- (ii) Explosives within 20.0m of Apparatus; or
- (iii) Laser equipment within 10.0m of Apparatus,

the DBFO Co shall advise the Company Representative, giving at least 7 days' written notice, in order that any special protective measures for the Apparatus affected may be arranged.

8. All Company manholes, joint boxes and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches, cabledrums and/or any further equipment required by the Company for the maintenance of its Apparatus shall be maintained at all reasonable times. The DBFO Co shall particularly note that footway type jointing chambers are not specified for carriageway loadings and will need to be adequately protected and/or demolished and rebuilt under the supervision of a Company Representative where such chambers are likely to be placed at risk, either temporarily or permanently, from the movement of plant and/or equipment on the Site.
9. The covers to Company chambers and/or Apparatus shall only be lifted by means of appropriate keys obtained from the Company Representative and under the direct supervision of the Company Representative. No employee of the DBFO Co shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before the mandatory gas check has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the chamber and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and chambers when required.
10. In the event of any damage whatsoever to any Apparatus the DBFO Co shall immediately inform the Department's Nominee and report the occurrence immediately by contacting the Company as follows:

Telephone: DIAL 100 and ask operator for "**FREEPHONE 111/Dial before you dig**"

11. Compliance with the above requirements shall not relieve the DBFO Co of any of its obligations under this Agreement.

Special Requirements in Relation to the Civil Aviation Authority

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - (a) "**Authority**" means the UK Civil Aviation Authority.
 - (b) "**Authority's Representative**" means the staff of the UK Civil Aviation Authority or its Authorised Representatives and Agents.
2. Before commencing any Operations or moving heavy plant or equipment over any portion of the Site the DBFO Co shall confirm details of any safety restrictions in relation to equipment and the height of plant (in particular, cranes) which may be required by the Authority with the Authority's Representative, who can be contacted at the address shown in Part 1 of this Schedule 8.
3. The DBFO Co shall note that particular restrictions apply to the use of high mast jib cranes within 3 kilometres of an active civilian aerodrome or airport and/or in areas known to be used for low flying training. The DBFO Co is reminded that hazarding an aircraft constitutes an offence in law. Failure by the DBFO Co to obtain and/or abide by any restrictions requested by the Authority or the Authority's Representative may constitute negligence.
4. The DBFO Co shall ensure that any restrictions requested by the Authority or the Authority's Representative shall be brought to the attention of and applied by any contractors or sub-contractors employed for the purposes of completing the Operations.
5. In the case of low flying areas used by military aircraft and/or the presence of military airfields, the DBFO Co shall seek guidance from the appropriate military authorities.
6. Compliance with the above requirements shall not relieve the DBFO Co of any of its obligations under this Agreement.

Special Requirements in Relation to Water and Sewerage Companies

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - (a) **"Company"** means Welsh Water plc or its successors and assigns.
 - (b) **"Company Representative"** means the Chief Civil Engineer of the said Company defined at 1(a) of this Special Requirement or other duly Authorised Engineer Representative and/or Agent appointed for the time being to act on behalf of the said Company.
 - (c) **"Mains and Sewers"** means any surface or sub-surface pipeline or construction together with any associated apparatus, appliance, access, covers, manholes, shafts and/or chambers thereto owned leased or rented by the said Company defined at paragraph 1(a) of this Special Requirement.
 2. Before commencing any Operations or moving heavy plant or equipment over any portion of the Site the DBFO Co shall confirm the details and location of any Mains and Sewers with the Company Representative, who can be contacted at the relevant address shown in Part 1 of this Schedule 8.
 3. Where such details show that the Operations or the movement of plant or equipment may endanger any Mains and Sewers, the DBFO Co shall give the Company Representative at least 7 days' written notice of the date on which it is intended to commence such Operations or the movement of plant and equipment in order that the position of any Mains and Sewers (to be ascertained by hand dug trial holes) can be indicated by markers to be supplied by the Company and placed by the DBFO Co under the supervision of the Company Representative. The DBFO Co shall ensure that all Mains and Sewers are adequately protected from damage to the satisfaction of the Company Representative.
 4. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of the Company Representative.
 5. All excavation adjacent to Mains and Sewers shall be carried out by hand until the exact extent and/or location of Mains and Sewers is known. Mechanical borers and/or excavators shall not be used within 3.0m of Mains and Sewers without the presence of the Company Representative. To prevent any movement of Mains and Sewers during excavation, complete shuttering shall be used if:
 - (a) Excavation is deeper than the depth of cover of adjacent Mains and Sewers.
 - (b) Excavation is within 3.0m of Mains and Sewers in stable soil.
 - (c) Excavation is within 6.0m of Mains and Sewers in unstable soil.
- If for the completion of the Operations the DBFO Co intends using any of the following:
- (i) Pile driving equipment within 15.0m of Mains and Sewers;
 - (ii) Explosives within 200.0m of Mains and Sewers;

- (iii) Any hot work such as welding and the like within 6.0m of any Mains and Sewers,

the DBFO Co shall advise the Company Representative, giving at least 7 days' written notice, in order that any special protective measures for the Mains and Sewers affected may be arranged.

6. Material of any kind whatsoever comprising part of Mains and Sewers, manholes, shafts, thrust blocks or any other construction shall not be cut away without the prior written approval of the Company Representative.
7. Any temporary roads or access routes within 5.0m of Mains and Sewers shall be provided with a load bearing surface to the satisfaction of the Company Representative.
8. The DBFO Co shall not stack, pile and/or store materials of any kind or erect temporary structures and/or notice boards of any sort within 5.0m of any Mains and Sewers.
9. All Mains and Sewers, especially manholes, shafts and access points and/or chambers within the Site, shall be kept clear and unobstructed. A minimum 3.0m access sufficient for heavy vehicles and/or any further plant and equipment required by the Company for the maintenance of its Mains and Sewers shall be maintained to and around the centre of any Company manholes, shafts, chambers and/or other access points and the Company Representative shall be given access to all Mains and Sewers when required at all reasonable times.
10. The covers to Mains and Sewers, particularly manholes, shafts and access points and/or chambers, shall only be lifted under the direct supervision of the Company Representative. Employees of the DBFO Co shall not enter any Mains and Sewers, manholes, shafts, access points and/or chambers unless under the supervision of the Company Representative and in any case not before any safety checks required by the Company Representative have been carried out and such checks have shown it to be safe to enter the Mains and Sewers.
11. In the event of any damage whatsoever to Mains and Sewers the DBFO Co shall immediately inform the Department's Nominee and report the occurrence immediately by contacting the Company Representative.
12. The DBFO Co shall take all necessary precautions to ensure that any Mains and Sewers are fully protected from any accidental falls or flows or liquids and/or materials, which by themselves or in combination with any existing materials and/or liquids could cause or aggravate pollution create poisonous substances and/or toxic fumes or react with sewer contents to cause toxic substances or fumes and/or could cause harm to persons or property and/or impede any operations of the Company.
13. The DBFO Co shall not discharge nor cause to be discharged any water or other liquid or tip any condemned or surplus material or waste of any kind whatsoever into Mains and Sewers nor abstract, extract and/or draw water from any Mains and Sewers without the written permission of the Company Representative.
14. The DBFO Co shall particularly note that the Sewer system can be liable to "surcharge" in certain circumstances and under these conditions is liable to bursting. Stringent safety precautions as directed by the Company Representative shall be applied in such conditions.

EMERGENCY ACTION

15. The following actions shall be taken by the DBFO Co in the event of a burst to any of the Company Mains and Sewers:
- (a) Immediately inform the Company, the Emergency Services (if required) and the Department's Nominee in that order.
 - (b) Secure the area from the approach of traffic and/or the general public.
 - (c) Render every assistance to the Emergency Services and/or the Company as shall be requested for the purposes of mitigating damage arising from the leak and/or for the purposes of securing public safety.
 - (d) With regard to landslope and any apparent flow direction of any leaking sewerage or water, construct if possible and as necessary dams bunds with earth and/or board to prevent flows inundating any adjacent properties ditches streams drains manholes or other such water courses and ducts.
16. Compliance with the above requirements shall not relieve the DBFO Co of any of its obligations under this Agreement.

Special Requirements in Relation to the North Wales Fire Service

1. In these Special Requirements the following term shall have the meaning assigned to it:
 - (a) **"Company Representative"** means the Authorised Representatives and Agents of North Wales Fire Services.
2. Before commencing any new Operations or Operations at a new location or moving heavy plant or equipment over any portion of the Site, the DBFO Co shall give the Company Representative reasonable notice thereof, which shall include details of:
 - (a) the proposed commencement dates thereof and the likely duration of such Operations or movements; and
 - (b) the roads and areas which may be affected.
3. Prior to commencement of the Works, the DBFO Co and the Company Representative shall agree the number and location of the fire hydrants to be installed along the New Road.
4. Compliance with the above requirements shall not relieve the DBFO Co of any of its obligations under this Agreement.

Special Requirements in Relation to the North Wales Police

1. In these Special Requirements the following term shall have the meaning assigned to it:
 - (a) **"Company Representative"** means Constable 293 Noel Roberts, or any substitute for him appointed by North Wales Police.
2. Before commencing any new Operations or Operations at a new location or moving heavy plant or equipment over any portion of the Site which (in each case) might affect traffic management, road signs, road closures or road safety, the DBFO Co shall give the Company Representative reasonable notice thereof, which shall include details of:
 - (a) the proposed commencement dates thereof and the likely duration of such Operations or movements;
 - (b) the roads and areas which may be affected; and
 - (c) meetings to be held or attended by the DBFO Co which impact on any of the foregoing.
3. Compliance with the above requirements shall not relieve the DBFO Co of any of its obligations under this Agreement.

Section C: Additional Special Requirements

The Additional Special Requirements set out in this Section C of Part 3 to Schedule 8 shall be read in conjunction with the Special Requirements set out in Section B of Part 3 to Schedule 8, provided that in the event of any conflict between the provisions of Sections B and C, the Additional Special Requirements set out in this Section C shall prevail.

1. Environment Agency (the "EA")

- 1.1 The DBFO Co shall consult with the EA as soon as reasonably practicable to discuss any applicable statutory requirements and any control measures which may be required for drainage discharges.
- 1.2 The DBFO Co shall consult with the EA as soon as reasonably practicable to discuss the requirements of the EA for the Habitat Creation areas to be provided by the DBFO Co pursuant to paragraph 1.1.12 of Annex 1 to Part 1 of Schedule 4.
- 1.3 The DBFO Co shall consult the EA to discuss the management measures required by the EA to be included in the L&E Management Strategy to be prepared and reviewed by the DBFO Co pursuant to paragraphs 7.4.1 and 7.4.2 of Section 7 to Part 2 of Schedule 6 respectively.
- 1.4 The DBFO Co shall include in the Liaison Procedures, developed pursuant to Parts 1 and 2 of Schedule 16, arrangements with the EA for dealing with spillages on the Project Road which could materially affect watercourses.
- 1.5 The DBFO Co shall comply with the following restrictions on each of the Rivers Caradog, Crigyll, Gwna and their tributaries:
 - 1.5.1 no obstruction shall be placed as a complete or partial barrier to fish movements in the watercourses between 1 October and 20 December; and
 - 1.5.2 any planned diversions to the watercourses shall be in place by 17 October, and no further work of this nature shall be undertaken until after the 17 April.
- 1.6 Prior to the construction of the Environmental Wall pursuant to paragraph 2.2.2.18 of Annex 1 to Part 1 of Schedule 4 the DBFO Co shall in the Inland Sea:
 - 1.6.1 carry out work to the west of chainage 9800 on drawing number 964057/ED/206 only between 1 March and 30 September;
 - 1.6.2 carry out piling operations only between 1 July and 30 September;
 - 1.6.3 carry out night time operations to the east of chainage 9800 on drawing number 964057/ED/206 only between 1 March and 30 September;
 - 1.6.4 initiate any operations affecting nesting areas in early March.
- 1.7 After construction of the Environmental Wall pursuant to paragraph 2.2.2.18 of Annex 1 to Part 1 of Schedule 4 and prior to the issue of the Completion Certificate for the New Road and subject to paragraph 2.7 below, the DBFO Co may apply to the EA for an extension to the periods referred to in paragraphs 1.6.1 and 1.6.2 above. Any such extension granted shall be within the absolute discretion of the EA.

- 1.8 After the issue of the Completion Certificate for the New Road, the DBFO CO shall only carry out Maintenance Work and Routine Maintenance within the Inland Sea at times to be agreed with the EA from time to time.
- 1.9 The DBFO Co's measures to control the spread of sediments within the Inland Sea, pursuant to paragraph 2.2.11 of Annex 1 to Part 1 of Schedule 4, shall be sufficient to control the spread of sediments within the Inland Sea during the Contract Period within the levels set from time to time by the EA.
- 1.10 The DBFO Co shall monitor the spread of sediments in the Inland Sea during the Contract Period in accordance with the requirements from time to time of the EA.
- 1.11 The DBFO Co shall obtain the approval of the EA before carrying out any dredging works within the Inland Sea.
2. **Countryside Council for Wales (the "CCW")**
 - 2.1 The DBFO Co shall consult the CCW as soon as reasonably practicable to discuss any applicable statutory requirements and any control measures which may be required for drainage discharges into those areas where the CCW has statutory responsibility.
 - 2.2 The DBFO Co shall consult the CCW as soon as reasonably practicable to discuss the requirements of the CCW for the Habitat Creation areas to be provided by the DBFO Co pursuant to paragraph 1.1.12 of Annex 1 to Part 1 of Schedule 4.
 - 2.3 The DBFO Co shall incorporate the requirements of CCW in the provision of the extended spit to be provided pursuant to paragraph 1.1.12.3 in Annex 1 of Part 1 of Schedule 4.
 - 2.4 The DBFO Co shall consult the CCW to discuss the management measures required by the CCW to be included in the L&E Management Strategy to be prepared and reviewed by the DBFO Co pursuant to paragraphs 7.4.1 and 7.4.2 of Section 7 to Part 2 of Schedule 6 respectively.
 - 2.5 The DBFO Co shall incorporate the management requirements of CCW for the extended spit to be provided in accordance with paragraph 1.1.12.3 in Annex 1 of Part 1 of Schedule 4 in the L&E Management Strategy to be prepared and reviewed by the DBFO Co pursuant to paragraphs 7.4.1 and 7.4.2 of Section 7 to Part 2 of Schedule 6 respectively.
 - 2.6 Prior to the construction of the Environmental Wall pursuant to paragraph 2.2.2.18 of Annex 1 to Part 1 of Schedule 4 the DBFO Co shall in the Inland Sea:
 - 2.6.1 carry out work to the west of chainage 9800 on drawing number 964057/ED/206 only between 1 March and 30 September;
 - 2.6.2 carry out piling operations only between 1 July and 30 September;
 - 2.6.3 carry out night time operations to the east of chainage 9800 on drawing number 964057/ED/206 only between 1 March and 30 September;
 - 2.6.4 initiate any operations affecting nesting areas in early March.
 - 2.7 After construction of the Environmental Wall pursuant to paragraph 2.2.2.18 of Annex 1 to Part 1 of Schedule 4 and prior to the issue of the Completion Certificate for the New Road

and subject to paragraph 1.7 above, the DBFO Co may apply to the CCW for an extension to the periods referred to in paragraphs 2.7.1 and 2.7.2 above. Any such extension granted shall be within the absolute discretion of the CCW.

- 2.8 The DBFO Co shall only carry out Operations in the vicinity of the Inland Sea within the noise level requirements set by the CCW from time to time.
- 2.9 After the issue of the Completion Certificate for the New Road, the DBFO Co shall only carry out Maintenance Work and Routine Maintenance within the Inland Sea at times to be agreed with the CCW from time to time.
- 2.10 The DBFO Co shall obtain the approval of the CCW before carrying out any dredging works within the Inland Sea.

3. **Isle of Anglesey County Council**

- 3.1 The DBFO Co shall maintain pedestrian access across the existing Cytir Road masonry arch structure unless a satisfactory alternative pedestrian access across a footbridge is provided by the DBFO Co.
- 3.2 Save for the specific provisions of paragraphs 2.1.3.3 to 2.1.3.9 and paragraphs 2.2.3.7 to 2.2.3.17 in Annex 1 of Part 1 to Schedule 4, the DBFO Co shall provide the roads referred to in such paragraphs in accordance with the requirements of the Isle of Anglesey County Council (the "IACC").
- 3.3 The DBFO Co shall ensure that any applications for authorisation to install temporary traffic signals on local authority roads shall be received by the IACC at least two weeks prior to the date of the required installation.
- 3.4 The DBFO Co shall ensure that any applications to close a highway are received by the IACC at least eight weeks prior to the date of the required closure. The DBFO Co shall be responsible for the IACC's administration fees and expenses.
- 3.5 The DBFO Co shall ensure that any applications for traffic regulation orders in respect of local authority roads shall be received by the IACC at least eight weeks prior to the required date for the order to come into force. The DBFO Co shall be responsible for the IACC's administration fees and expenses.
- 3.6 The DBFO Co shall be responsible for the IACC's licence, inspection and defect fees in relation to any licences required for local authority roads under Section 50 of the New Roads and Street Works Act 1991.
- 3.7 During the construction of the New Road, the DBFO Co shall not exceed any construction noise level requirements of the IACC from time to time.

4. **Cadw**

- 4.1 The DBFO Co shall consult Cadw as soon as reasonably practicable to discuss any applicable statutory requirements which may be required for the conservation of any existing structures.

5. **Railtrack Plc**

- 5.1 The DBFO Co shall consult Railtrack Plc as soon as reasonably practicable to discuss any stability measures to be provided with the proposed Inland Sea Bridge for the protection of the existing structure within the Stanley Embankment.

6 Welsh Water ("DCWW")

6.1 Gravity Sewers

- 6.1.1 The DBFO Co shall design, install, test and commission the gravity sewers shown on drawing 964057/MI/103B as follows:
- 6.1.1.1 between manholes MH3 and MH2, with a minimum capacity of 150 litres/sec and a minimum diameter of 375mm;
 - 6.1.1.2 between manholes MH10 and MH2, with a minimum capacity of 250 litres/sec and a minimum diameter of 450mm;
 - 6.1.1.3 between manhole MH2 and the Harbour Outfall with a minimum capacity of 400 litres/sec providing that where highway drainage is discharged through this gravity sewer, the minimum capacity shall be increased as appropriate; and
 - 6.1.1.4 between the manholes adjacent to manhole MH10 with a diameter of 300mm.
- 6.1.2 The DBFO Co shall ensure that the gravity sewers are concrete.
- 6.1.3 The DBFO Co shall ensure that manhole MH10 is a backdrop manhole with the existing surface water sewer built through the manhole.
- 6.1.4 The DBFO Co shall programme the works carried out under paragraph 6.1.1 so that:
- 6.1.4.1 the combined sewer does not discharge into the surface water sewer; and
 - 6.1.4.2 the outfalls are commissioned before breaking out the existing sewer in manhole MH10 and diverting the flow into MH10.
- 6.1.5 The DBFO Co shall design the surface water drainage system so that the sewers to be provided pursuant to paragraphs 6.1.1.1 to 6.1.1.3 above shall not be surcharged due to water levels at the Harbour Outfall.
- 6.2 Rising Mains**
- 6.2.1 The DBFO Co shall design, install and test the 250mm and 500mm diameter rising mains between the locations shown on drawing 964057/MI/103B. The DBFO Co shall provide temporary caps for such rising mains.
- 6.2.2 The DBFO Co shall ensure that anchorages and bends are designed to withstand a pressure of 10 bar.
- 6.2.3 The DBFO Co shall ensure that Stanton Integral ductile iron pipes or equivalent are used for the rising mains.
- 6.2.4 The DBFO Co shall employ at its own cost a specialist company to carry out resistivity tests on all ductile iron pipes and shall ensure that such pipes have an external protection

system which is suitable taking into account the results of the resistivity tests carried out by such specialist company.

- 6.2.5 The DBFO Co shall promptly provide DCWW with two copies of any resistivity test report commissioned by it pursuant to paragraph 6.2.4 above.
- 6.2.6 The DBFO Co shall ensure that high and low points are eliminated as far as possible in order to minimise the need for air valves and washout isolation valves.
- 6.2.7 To the extent that air valves and washout isolation valves are required as a result of the design, the DBFO Co shall provide chambers of a suitable size with suitable flanged tee connections with blanking plates or flanges but the DBFO Co shall be under no obligation to provide any such air valves and washout isolation valves.
- 6.2.8 The DBFO Co shall ensure that venting access covers are not used on air valve chambers.
- 6.2.9 The DBFO Co shall provide vent ducts and cowls in an environmentally acceptable manner and at locations approved by DCWW.
- 6.2.10 The DBFO Co shall ensure that rising mains are tested to a pressure of 10bar.
- 6.2.11 The DBFO Co shall remove any temporary restraints on completion of satisfactory tests by the DBFO Co.
- 6.2.12 The DBFO Co shall connect the 250 mm diameter rising main into the existing manhole SH 24817909.

6.3 **General**

- 6.3.1 When carrying out the requirements set out in paragraphs 6.1 and 6.2 above, the DBFO Co shall comply with the general requirements set out in this paragraph 6.3.
- 6.3.2 The DBFO Co shall carry out all necessary geotechnical investigations and interpretations for the design of the sewers, manholes and outfalls and promptly provide DCWW with two copies of all resulting factual and interpretative reports.
- 6.3.3 If contaminated land is identified either (i) in the factual and interpretative reports provided pursuant to paragraph 6.3.2 above or (ii) during the installation of any sewer, the DBFO Co shall commission special reports on the suitability of buried materials and promptly provide DCWW with two copies of such reports.
- 6.3.4 The DBFO Co shall ensure, where necessary, that buried materials, including concrete and pipes, are protected against attack from surrounding materials and ground water.
- 6.3.5 The DBFO Co shall ensure wherever possible that pipelines are not located beneath embankments or structures.
- 6.3.6 The DBFO Co shall ensure that manholes and chambers are in readily accessible locations.
- 6.3.7 The DBFO Co shall ensure that profiles of pipelines take into account the presence and form of construction of existing sewers and crossings.
- 6.3.8 The DBFO Co shall ensure that rising mains shall be located above gravity sewers.

- 6.3.9 The DBFO Co shall strengthen, protect and divert existing sewers if required as a result of the installation of the new pipelines.
- 6.3.10 The DBFO Co shall comply with the current edition of "Sewers for Adoption and the Civil Engineering Specification for the Water Industry" (CESWI).
- 6.3.11 The DBFO Co shall not order materials or commence construction of the new pipelines until it has received prior written approval for the design of the new pipelines from DCWW.
- 6.3.12 The DBFO Co shall allow DCWW to inspect the installation and testing of the pipelines at all reasonable times.
- 6.3.13 Prior to adoption by DCWW pursuant to paragraph 2.2.14.2, the DBFO Co shall provide DCWW with copies of all calculations and record drawings showing longitudinal sections, pipe bedding details, manhole and chamber details, services encountered, materials used and reinstatement details in electronic and signed hard copy format.
- 6.3.14 Prior to adoption by DCWW pursuant to paragraph 2.2.14.2, the DBFO Co shall provide DCWW with a health and safety file prepared in accordance with the Construction (Design and Management) Regulations 1994 for all sewers which are to be adopted by DCWW.
- 6.3.15 On completion of satisfactory testing, the DBFO Co shall ensure that all pipes are fitted with temporary caps or stoppers prior to backfilling.
- 6.3.16 The DBFO Co shall ensure that pipe bedding and surround are based on major road loading.

**SCHEDULE 8
THIRD PARTIES**

**Part 4
Requirements of Other Interested Parties**

1. General

- 1.1 Where any existing land drainage systems, underdrainage schemes or private services are severed by the Works, the DBFO Co shall provide satisfactory alternative systems, schemes or services. In the event that such an alternative service passes under the Works, a duct shall be installed to carry it.
- 1.2 The DBFO Co shall ensure that construction compounds and soil storage areas shall not cause a visual intrusion beyond any CPO boundary.
- 1.3 The DBFO Co shall take all reasonable control measures in order to prevent:
 - 1.3.1 the development of any reservoirs of weeds in soil storage areas; and
 - 1.3.2 dust contamination of, without limitation, grazing land, hay, silage or other crops or water supplies.
- 1.4 The DBFO Co shall use such rock blasting methods and take such measures as will mitigate the effect on livestock of any blasting.

2. Accommodation Works

- 2.1 The DBFO Co shall carry out Accommodation Works in accordance with the provisions of Appendix 1/15 of Annex 5 to Part 2 of Schedule 4 and the drawings in Section 1 of Part 5 of Schedule 4.
- 2.2 The areas in which Accommodation Works shall be carried out shall be deemed to be Temporary Adjacent Areas whether or not shown as such on the drawings referred to in the definition of Temporary Adjacent Areas, provided that the DBFO Co shall be responsible for arranging the timing and manner of access to such areas subject to Clauses 8.6 and 8.6A.

3. Off-Site Planting

- 3.1 The DBFO Co shall carry out Off-Site Planting in accordance with the provisions of Annex 10 to Part 2 of Schedule 4 and Section 7 of Part 2 of Schedule 6 and the drawings in Section 9 of Part 5 of Schedule 4.
- 3.2 The areas in which Off-Site Planting shall be carried out shall be deemed to be Temporary Adjacent Areas whether or not shown as such on the drawings referred to in the definition of Temporary Adjacent Areas, provided that the DBFO Co shall be responsible for arranging the timing and manner of access to such areas subject to Clauses 8.6 and 8.6A.

**SCHEDULE 8
THIRD PARTIES**

**Part 5
Drawings**

Drawings relating to Third Parties are included in Section 1 of Part 5 of Schedule 4 (Accommodation Works) and Section 9 of Part 5 of Schedule 4 (Off-Site Planting).

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