

**AUTHORISATION UNDER S53 PLANNING ACT 2008  
LAND AT THE FORMER INNOVIA FACTORY SITE BRIDGEWATER  
SOMERSET TA6 4PA  
PURSUANT TO A REQUEST MADE ON 7 JANUARY 2011 BY NNB  
GENERATION COMPANY LIMITED**

The Commission authorises NNB Generation Company Limited ('the Applicant') subject to conditions set out in the Schedule ('Conditions') to enter onto the land at the former Innovia Factory Site Bridgewater Somerset TA6 4PA forming part of the land registered at HM Land Registry with title absolute under title number ST 125423 ('the Property') and as shown for identification purposes coloured green on the plan attached to this authorisation from 19 April 2011 for a period of 12 months for the purpose of surveying and taking levels on the Property.

The Commission has decided to grant this authorisation after careful consideration of the representations submitted by the Applicant and by the landowner of the Property because the Commission is satisfied that the tests set out in s53 Planning Act 2008 have been met. The Commission considers that the Conditions are necessary to ensure the landowner's legitimate interests are protected.



Lorna Walker

**Commissioner appointed to take s53 decision  
On behalf of the Infrastructure Planning Commission**

**19 April 2011**

## **THE SCHEDULE CONDITIONS**

### **Interpretation**

In these Conditions the following words and expressions shall, unless otherwise stated, have the following meanings:

|                                   |   |
|-----------------------------------|---|
| “Applicant”                       | means NNB Generation Company Limited (company number: 06937084);  |
| “Application”                     | means the application pursuant to section 53 of the Planning Act 2008 made by the Applicant in respect of the Property in a letter dated 7 January 2011 as amended by a letter of 25 March 2011 to the Infrastructure Planning Commission;  |
| “Asbestos Area Management Scheme” | means a scheme setting out working methods for dealing with the presence of asbestos on the Property which shall take into account the Landowner’s existing measures in respect of asbestos in so far as they relate to safety and the protection of the Property provided that those measures have been previously notified in writing to the Applicant; |
| “Authorisation”                   | means the authorisation granted by the Infrastructure Planning Commission pursuant to the Application;  |
| “Intrusive Surveys”               | means those Surveys that are intrusive in their nature (for the avoidance of doubt such term excludes any walkover surveys);  |
| “Landowner”                       | means Innovia Cellophane Limited (company number: 2891987);   |
| “Property”                        | means the property shown coloured green on the plan attached to this Authorisation and forming part of the land registered at HM Land Registry with title absolute under title number ST 125423;  |
| “Surveys”                         | means surveys of the Property to be notified to the Landowner in accordance with Condition 1(b).  |

In these Conditions unless the context otherwise requires:

(a) any gender includes any other gender;

- (b) the singular includes the plural and vice versa;
- (c) references to persons include firms, companies, corporations and vice versa;
- (d) the headings are for convenience only and do not affect interpretation;
- (e) any reference to a statutory provision includes any modifications, re-enactment or extension to it and any subordinate legislation from time to time.

### **Access to the Property**

1. Before entering on to the Property the Applicant will:-
  - (a) at its own expense serve all notices (if any) as may be required lawfully to carry out the Surveys;
  - (b) give not less than 14 days' prior written notice to the Landowner of the following:
    - (i) the Survey(s) to be carried out;
    - (ii) the full name and address of any individual who is to access the Property together with the details (including a telephone number) of a named individual who will manage and control such access;
    - (iii) the date or dates when access is required in respect of the Survey(s); and
    - (iv) the period of time for which access is required in respect of the Survey(s).
  - (c) provide details of the public liability insurance in place in connection with the Surveys to the Landowner;
  - (d) liaise with any other tenants, occupiers, licensees or contractors of the Landowner on the Property; and
  - (e) prepare an Asbestos Area Management Scheme and provide a copy to the Landowner.
2. Before beginning the Intrusive Surveys, the Applicant will, in respect of the areas where Intrusive Surveys shall be carried out only, agree with the Landowner (such agreement not to be unreasonably withheld or delayed by either party) a photographic schedule of condition which shall be prepared at the cost of the Applicant.
3. In undertaking the Surveys the Applicant shall:-
  - (a) cause as little damage as is possible and upon completion of the final Survey (or if earlier on the date of termination of the

Authorisation set out in Condition 10,) reinstate the Property to the state and condition the same as that shown in the photographic schedule of condition referred to in Condition 1(e) and remove all equipment of the Applicant and those authorised by it and pay to the Landowner reasonable and proper compensation in respect of any damage which cannot so be made good;

- (b) not display any signs or notices at the Property other than those required pursuant to statute and/or to lawfully carry out the Surveys and subject to all necessary consents (if any) in relation to the same having first been obtained
- (c) not cause any unreasonable nuisance damage disturbance annoyance inconvenience or unreasonable interference to the Landowner or to adjoining and/or neighbouring property and/or to the owners occupiers or users of such adjoining or neighbouring property and to make good forthwith any such damage actually caused;
- (d) not cause or permit any pollution or contamination of the Property, any adjoining land, or any ground or surface water (including without limitation the creation of any pollution pathways which might allow a source of pollution to impact upon a receptor) and ensure that no contamination is spread laterally or down into any aquifer beneath the Property;
- (e) immediately upon becoming aware of the same give the Landowner notice in writing of any action, proceeding, claim or demand brought or threatened against the Landowner or Applicant during or by reason of carrying out of the Surveys;
- (f) permit at all times any person appointed by the Landowner to inspect any record or data (whether in draft or final form) relating to the Surveys and to inspect any part of the Surveys;
- (g) not do any act matter or thing which would or might constitute a breach of any law (including without limitation common law), statute, regulation, rule, order, byelaws, or notice which would or might vitiate in whole or in part any insurance effected by or on behalf of the Landowner in respect of the Property from time to time;
- (h) not do or suffer anything to be done which may render any insurance in respect of the Property and/or the Surveys void or voidable provided that the terms of any such insurance have been previously notified in writing to the Applicant;
- (i) hold:-

- (i) public indemnity insurance of at least *ten* million pounds (£10,000,000); and
- (ii) insurance in respect of any damage caused to the Property of at least *ten* million pounds (£10,000,000)

and procure that any surveyors, contractors or engineers engaged by the Applicant hold similar insurance and provide copies of such policy documents to the Landowner within three days of receipt of a request from the Landowner for the same.

- (j) pay on demand the reasonable and proper cost of any additional insurance premiums payable to the Landowner's insurers which have become payable as a result of the Authorisation written evidence of which the Landowner has provided to the Applicant;
- (k) comply in all respects with the matters contained in the Property Register and Charges Register of the Property provided that details have been previously notified in writing to the Applicant;
- (l) procure that any contractors or engineers engaged by the Applicant take appropriate safety precautions when undertaking the Surveys; and
- (m) observe the Landowner's reasonable rules and regulations previously notified in writing to the Applicant including without prejudice to the generality of the foregoing the Landowner's health and safety policies and site rules.
- (n) to indemnify and keep indemnified the Landowner from and against all losses, damages, expenses (including without limitation pollution or contamination remediation costs and professional fees), actions, proceedings, costs, claims and demands or any liabilities whatsoever caused by or arising from the use, occupation or access to the Property of the Licensee and/or caused by or arising from any breach of the Licensee's obligations under this Licence including for the avoidance of doubt and without prejudice to the generality of the foregoing any losses, damages, expenses, actions, proceedings, costs, claims, demands and liabilities incurred by the Landowner in suspending and/or delaying any demolition or asbestos removal at the Property;
- (o) at all times to take all measures as are reasonably necessary to maintain the same level of security in respect of the Property which would exist but for the undertaking of the Surveys.



## **General**

4. The Applicant shall on request provide the Landowner with copies of site investigation reports produced as a result of undertaking the Surveys.
5. The Landowner retains control, possession and management of the Property and the Applicant has no right to exclude the Landowner from the Property.
6. The Applicant shall not enter onto the Property otherwise than in accordance with the Authorisation and these Conditions.
7. The Applicant's right to access to the Property pursuant to the Authorisation shall immediately cease forthwith if the Applicant is in breach of the Authorisation or any of these Conditions subject to which the Authorisation is given.
8. Any entry by the Applicant on to the Property under the Authorisation shall accord in all respects with the Asbestos Area Management Scheme.
9. Entry on to the Property is authorised under the Authorisation only if the activities undertaken in connection with such entry will not constitute an offence in themselves or lead to the committing of an offence under Regulation 41 of the Conservation of Habitats and Species Regulations 2010.
10. Entry on to the Property is only authorised for a period of twelve months from the date of the Authorisation.
11. These Conditions, subject to which the Authorisation is given, are in addition to the provisions of section 53 of the Planning Act 2008 and for the avoidance of doubt, if there is any conflict between these Conditions and the section 53 provisions, the latter shall prevail.

NOTES

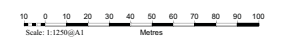
1. GIS OS MASTERMAP TOPOGRAPHY LAYER WITH A BASE SCALE OF 1:1250 ADOPTED AS BACKGROUND LAND DATA

Key

-  Boundary: Proposed DCO Application
-  Land sought for access postcode TA6 4PA

Title number ST125423  
Plots BRI-A\_1 and BRI-A\_2  
Together plot reference: S53\_1

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|             |                                   |
|-------------|-----------------------------------|
| Drawn       | Title                             |
| Tompaugh    | <b>Hinkley Point C<br/>Plan A</b> |
| Orig Scale  | 1:1250                            |
| Orig Size   | A1                                |
| Date        | Scale 1:1250 at A1                |
| Rev.        | Drawing Number                    |
| 17 Mar 2011 | <b>9.2</b>                        |

