

National Infrastructure Planning

CORY DECARBONISATION PROJECT DEVELOPMENT CONSENT ORDER

PLANNING INSPECTORATE REFERENCE: EN010128

Joint Position Statement to Examining Authority ("ExA")

By

Cory Environmental Holdings Limited

&

Tilfen Land Limited

Dear Sir of the ExA,

1. This is a joint statement made on behalf of Cory Environmental Holdings Limited ("Applicant") and Tilfen Land Limited ("Tilfen") as owner of the relevant land and also by its parent entity, Peabody Trust (a registered society, UK registered number RS007741), which owns Tilfen.
2. Together, Tilfen and Peabody Trust will be referred to as "Peabody" in this submission, and the relevant land comprising the BNG Opportunity Area Land and Mitigation and Enhancement Area as the "Peabody Land". As the ExA is aware, the Peabody Land represents a strategic asset with substantial ecological and environmental value.
3. The draft deeds of obligation comprise: a) Deed of Obligation in respect of the BNG Opportunity Area Land (referred to as "Obligation A"); and b) Deed of Obligation in respect of the Mitigation and Enhancement Area (referred to as "Obligation B") (together the "Draft Deeds of Obligation"). It is agreed that both Draft Deeds of Obligation will be delivered by way of Section 106 of the Town and County Planning Act 1990 ("TCPA").
4. The purpose of this joint statement is to provide the ExA with an update in respect of the Draft Deeds of Obligation prior to the close of the Examination on 05 May 2025, and to highlight certain critical matters to be settled between the respective parties.
5. The ExA is invited to report on the basis as set out in this joint statement and to invite the Secretary of State to seek an update following its recommendation.

Obligation A

6. Obligation A seeks to secure rights over the delivery of off-site ecological enhancement (including biodiversity net gain) utilising Thamesmead Golf Course, which forms part of the Peabody Land. The successful implementation of these enhancements at Thamesmead Golf Course is contingent upon appropriate commercial arrangements that reflect Peabody's involvement.
7. While the obligations in Obligation A are principally agreed insofar as Obligation A secures a mechanism through section 106 of the TCPA by which Peabody will undertake ecological works, several key commercial terms require further discussion.

8. Both the Applicant and Peabody are actively negotiating to establish terms that reflect the value of the ecological enhancement to be undertaken by Peabody on behalf of the Applicant and land use. This includes appropriate compensation for Peabody's management responsibilities.
9. Unless and until these matters are agreed, however, the Applicant's position is that it needs to retain the ability to be able to use sites other than Thamesmead Golf Course for the delivery of BNG and OMH compensation. The parties are discussing how that position needs to be accounted for, pending progress on the commercial terms and Peabody's requirement for the Deeds to be considered together (as discussed below).

Obligation B

10. In principle, the terms of Obligation B that have been discussed with the parties (i.e. not the form submitted at Deadline 5) are agreed between the respective parties, insofar as Obligation B provides a mechanism for the LaBARDS (including on-site BNG) to be delivered through s106 of the TCPA.
11. As the ExA will be aware, the Applicant has not acquired rights over the area regulated by Obligation B. The terms of acquisition (comprising an option agreement) have not been settled. The Applicant has accepted that such acquisition needs to take place prior to commencement of the authorised development, whether voluntarily, or through the use of its compulsory acquisition powers, if granted, in order to ensure that Peabody do not incur liabilities.
12. Both the Applicant and Peabody are in detailed negotiations to seek to ensure that any voluntary terms for Obligation B appropriately reflect the strategic value of the land and Peabody's long-term interests.

Conclusion

13. Peabody's position in respect of the Draft Deeds of Obligation is that they must be entered into together, as a combined package. The Applicant is aware of this position, and the parties are progressing on that basis. However, Peabody emphasises that any final agreement must adequately compensate for the value of the land and services provided, particularly in the context of Peabody being a Registered Provider.
14. Whilst both parties remain committed to reaching a mutually beneficial agreement, Peabody maintains that several critical commercial terms require further negotiation, both in order to protect its interests, and to ensure the long-term viability of the ecological enhancements. The Applicant considers that these terms will be able to be resolved to enable both Deeds of Obligation to be signed.
15. We look forward to providing the Secretary of State with an update following the ExA's recommendation.