



Your reference EN010140

Our reference HENSMA/CLARMA/43283-4788

14 November 2025

BY EMAIL TO:

heliosrenewableenergy@planninginspectorate.gov.uk

National Infrastructure Planning
Temple Quay House
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Dear Sirs

DCO Scheme: Helios Renewable Energy Project

Our client: Network Rail Infrastructure Limited

Applicant: Enso Green Holdings D Limited

Subject: Network Rail Infrastructure Limited's Response to Further Information Request dated 15 October 2025

This Firm is instructed by Network Rail Infrastructure Limited (**NR**) in relation to the DCO Scheme and we write to provide an update in respect of the request dated 15 October 2025.

1. Current status of discussions

We are still in discussions with the Applicant with regard to the inclusion of NR's standard protective provisions in the draft Order and associated side agreement.

Accordingly, we hope to be able to write to the Examining Authority soon to confirm that the side agreement has been entered into and, following this, we will be in a position to write to the Examining Authority to confirm that NR's objection can be withdrawn.

However, should it not be possible for NR and the Applicant to reach an agreement as to the inclusion of the Protective Provisions as part of the Order (should the Inspectorate be minded to grant the same), NR must maintain its objection to the DCO.

Protective Provisions

Further, for the reasons set out in NR's Written Representations dated 14 January 2025, NR's position remains that it requires its standard protective provisions to be included in the draft Order.

With apologies for raising this matter at this late stage in the determination process, it has come to our attention that while the current draft Order (document reference number 3.1) contains protective provisions that largely reflect NR's standard PP's, it omits a crucial provision. Specifically, within the definition of "railway property", limb (b) has been excluded, which provides:

“(b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment”.

The omission of limb (b) from the definition of “railway property” is not an acceptable position as the rights identified in the Book of Reference (and any other rights which NR may have the benefit of) fall under this limb (b), whereas the included limb (a) only covers tangible property as provided below:

(a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway.

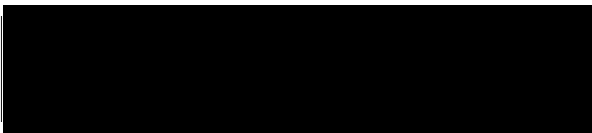
The rights of Network Rail which are identified in the Book of Reference are required to be protected to ensure Network Rail can comply with its obligations to third parties to maintain specific works. Should these rights not be protected adequately, it could result in Network Rail breaching these obligations and incurring unnecessary costs as a result of claims for failing to meet its obligations. The omission of limb (b) from the protective provisions therefore gives rise to an unacceptable risk that Network Rail may be prohibited from satisfying existing obligations to third parties if such rights are extinguished, suspended or interfered with by the applicant.

Accordingly, the protective provisions as proposed by the Applicant do not adequately protect NR's interests and/or rights.

We therefore, request that the Examining Authority, should they be minded to grant the DCO, include limb (b) (as set out above) within the definition of “railway property”.

Should you have any queries, please don't hesitate to contact us on the details below.

Yours faithfully



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Direct line

Email



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