

EATON SOCON POWER LIMITED

DEADLINE 8 SUBMISSION

RESPONSE TO THE APPLICANT'S DEADLINE 7 SUBMISSION AND REQUIREMENT FOR PROTECTIVE PROVISIONS

PINS REFERENCE EN010141

1. **Introduction**
- 1.1 Eversheds Sutherland (International) LLP is instructed by Eaton Socon Power Limited (**ESPL**) in relation to the application for a Development Consent Order (**DCO**) submitted by BSSL Cambsbed 1 Limited (the **Applicant**) for East Park Energy Solar Farm (the **East Park Project**; the **East Park DCO**).
- 1.2 Further to the relevant representation submitted on behalf of ESPL on 14 January 2026 [[RR-329](#)] (**Relevant Representation**), ESPL submitted its Deadline 6 Submission on 18 August 2026 [[REP6-072](#)] (**ESPL's D6 Submission**), in response to the Applicant's Deadline 5 Submission [[REP5-024](#)] (the **Applicant's D5 Submission**).
- 1.3 At Deadline 7, the Applicant submitted a response to ESPL's position [[REP7-008](#)] (the **Applicant's D7 Submission**). This submission responds to the Applicant's D7 Submission and confirms ESPL's position and requirement for protective provisions.
- 1.4 ESPL has the benefit of planning permissions, the Main Site Lease, the Cable Easement Option and the Access Easement for its co-located 49.9MW solar park and 100MW battery energy storage systems (**BESS**) that will connect to the Eaton Socon Substation in Bedfordshire (the **ESPL Project**), all as described and defined in its Relevant Representation. The ESPL Project is at an advanced stage of construction, with energisation due to take place in October 2026. ESPL is a statutory undertaker, having been granted an electricity generation licence by Ofgem on 22 June 2026.
- 1.5 It bears repeating: ESPL does not object in principle to the East Park Project. ESPL recognises the potential benefits of the project for the local and national energy supply and supports the principle of co-locating renewable and low-carbon energy generation facilities where possible. However ESPL must object to:
 - 1.5.1 the East Park Project being carried out in close proximity to its assets unless and until suitable protective provisions and/or related agreements have been secured to its satisfaction; and
 - 1.5.2 any compulsory acquisition powers for land, rights or other related powers being involved which would affect its interests and apparatus. Again, this is unless and until suitable protective provisions and/or related agreements have been secured to its satisfaction.
- 1.6 ESPL does not accept that the protections afforded by Part 1 of Schedule 13 of the draft DCO are adequate to safeguard the ESPL Project. The Applicant's D7 Submission fails to address ESPL's substantive concerns and does not alter the fundamental inadequacy of the Part 1 protections.
- 1.7 ESPL remains surprised that the Applicant takes the view the standard protections under Part 1 of Schedule 13 are suitable given the factual and legal context; namely the interface between two major energy infrastructure projects, directly adjacent to each other, that share a grid connection corridor into the same substation and neither of which is operational (or in the case of the East Park Project even consented).
- 1.8 There is ample precedent in recent DCO solar decisions that contain exactly the protections that ESPL is reasonably requesting to be secured in this Order. In particular a restraint on compulsory acquisition including extinguishment or overriding of rights without ESPL's consent (not be unreasonably withheld). The Examining Authority is directed to equivalent protection for undertakers within a shared cable corridor under Parts 5, 6, and 7 of

Schedule 15 of the Tillbridge Solar Order 2025. Similar protections exist for undertakers with other interests within a solar farm cable corridor under Part 16 of the Tillbridge Solar Order 2025. The Examining Authority is also directed to equivalent protections in Schedule 15 of the Cottam Solar Project Order 2024 and the West Burton Solar Project Order 2025.

- 1.9 ESPL understands that the Applicant intends to unilaterally submit a set of provisions for the protection of ESPL at this examination deadline. However, the Applicant has not shared these provisions with ESPL, and ESPL has not had sight of these provisions or the opportunity to comment on them prior to preparing this submission. ESPL must therefore reserves its position and the opportunity to comment on those protective provisions prior to close of the examination.

2. **Engagement**

- 2.1 ESPL has been endeavouring to progress agreement on the terms of protective provisions and a side agreement since submitting its Relevant Representation. ESPL has at all times sought to engage constructively with the Applicant to agree suitable protections that would enable the two projects to coexist without prejudice to either.

- 2.2 In recent weeks, there appeared to be the prospect of progressing these negotiations to reach a mutually agreed solution. However, this week, and therefore very shortly before the deadline in which this submission is made, the Applicant informed ESPL that it would not continue discussions prior to close of the examination and its proposal was to unilaterally submit a set of protective provisions (for the first time) into the Examination. ESPL has not had sight of the draft protective provisions in advance of making this submission. Rather the Applicant has advised that they are to be based on an initial draft prepared by ESPL from over two months ago and upon which the Applicant had commented with substantive areas of disagreement.

- 2.3 ESPL must therefore expressly reserve its position in respect of any protective provisions the Applicant submits at Deadline 8. ESPL has not agreed to any provisions submitted by the Applicant and, in the interests of procedural fairness, must reserve its right to respond to those provisions once they are made available before the close of the Examination.

- 2.4 At Section 2 of the Applicant's D7 Submission, the Applicant set out its account of engagement with ESPL. ESPL notes several points of concern with this characterisation.

- 2.5 The Applicant states that it "*offered... a cooperation agreement, offered in addition to the statutory protection included in Part 1 of Schedule 13 of the draft DCO*" in January 2026 (paragraph 2.1.4, Applicant's D7 Submission). However at that time, ESPL did not yet have its generation licence. It was only after the issue of ESPL's generation licence on 22 June 2026 that the Applicant first made submissions to the ExA, without consulting ESPL, that it considered Part 1 of Schedule 13 to be applicable and sufficient.

- 2.6 The Applicant also refers to ESPL rejecting the draft cooperation agreement that is provided in April 2026 (paragraph 2.1.7). The Applicant provides no explanation of why the draft cooperation agreement was not acceptable to ESPL. Both parties rejected each other's proposed drafting at various stages of the negotiations. The Applicant's characterisation omits the context that ESPL had its own template protective provisions that the Applicant also rejected. The negotiations have (as may be expected) been a two-way process with both parties seeking to protect their respective interests. The fact that ESPL has not agreed with the Applicant's terms is singularly down to their inadequacy. It is not a fair basis for asserting that ESPL is acting unreasonably or failing to engage.

- 2.7 ESPL provides the following chronology of engagement with the Applicant prior to the examination of the East Park DCO:

- 2.7.1 On 8 August 2025, ESPL received a request for information from WSP on behalf of the Applicant. Eversheds Sutherland responded on behalf of ESPL on 22 August 2025. This was a very detailed summary of ESPL's interests by reference to associated property agreements and plan, and which provided a detailed update on the status of the ESPL Project and the forthcoming development

programme. The next correspondence from the Applicant was on 29 September 2025.

- 2.7.2 In November/December 2025, ESPL sought to make direct contact with the Applicant after difficulty in reaching them, and had to resort to asking an agent acting for another third party to provide ESPL with the Applicant's alternative contact details.
- 2.7.3 On 23 December 2025, the Applicant's representative reached out to ESPL to request an initial meeting. ESPL responded the same day with proposed dates for a call in early January 2026.
- 2.7.4 A meeting took place circa 7 January 2026 to discuss the interaction between the projects.
- 2.7.5 ESPL's Relevant Representation was submitted on 14 January 2026.
- 2.8 Communications between ESPL and the Applicant continued during the Examination, with limited progress. ESPL notes that there were extended periods of waiting for responses to documents from the Applicant's lawyers.
- 2.9 ESPL has at all times been open to and has actively sought to liaise and progress matters with the Applicant. The Applicant's characterisation of the engagement is extremely one-sided and an unfair representation of discussions to date.

3. **Relevance of National Policy Statements**

- 3.1 The Applicant has asserted that ESPL's reliance on National Policy Statements (NPS EN-1 and NPS EN-3) is "inapposite" on the basis that those statements are specifically directed at decision-making for NSIPs, and that ESPL's project is not an NSIP (paragraph 1.1.3, Applicant's D7 Submission).
- 3.2 This is fundamentally wrong. The National Policy Statements constitute statements of government policy. The National Planning Policy Framework (August 2026) expressly states that the National Policy Statements may be "*a material consideration in preparing plans and making decisions on planning applications*" (paragraph 13); this is further confirmed in the UK government's *Guidance on the National Policy Statement review and amendment process* (paragraph 4, June 2026). The reference to NPS EN-1 and NPS EN-3 is entirely appropriate: they represent statements of government policy on low carbon energy generation policy objectives. These documents evidence the national importance of both solar generation and battery energy storage infrastructure to the achievement of the Clean Power 2030 Mission and net zero targets.
- 3.3 Taken together, referring to these policy documents as not relevant to a 49.9MW solar project and 100MW BESS project is an unusual position for the Applicant to adopt, and one that is plainly at odds with the legal and policy framework.

4. **ESPL Statutory Undertaker Status**

- 4.1 The Applicant has asserted that it only became aware of ESPL's generation licence through its "own inquiry" and that it was "reasonable" for the Applicant at Deadline 5 to unilaterally and without consultation with ESPL assert that Part 1 of Schedule 13 represented appropriate protections for ESPL (paragraph 1.1.2, Applicant's D7 Submission).
- 4.2 The Applicant must well have known – or otherwise should have known – that there was a major electricity generation project adjacent to its red line boundary under construction, and that this would require an electricity licence and introduce an interface with a statutory undertaker over land in which the Applicant is seeking powers of compulsory acquisition. The ESPL Project has been the subject of correspondence with the Applicant since August 2025, and the Applicant was aware of the planning permissions and land interests held by ESPL.

- 4.3 It is surprising that the Applicant took the view that it did not require any protections at all in the DCO until Deadline 5, when ESPL's licence status came to light. ESPL notes that the Applicant was verbally informed that ESPL's generation licence would be forthcoming. The Applicant's characterisation that it only became aware of ESPL's licence status through its "own inquiry" is therefore not an accurate reflection of the communications between the parties.
- 4.4 It remains the case that at no point did the Applicant engage with ESPL on the basis of Part 1 of Schedule 13 protections prior to its Deadline 5 Submission – in other words very deep into the Examination period. Rather, the Applicant allowed negotiations on alternative protective provisions to continue whilst simultaneously preparing a submission asserting that Part 1 protections were sufficient. This conduct has frustrated ESPL's legitimate attempts to agree appropriate protections through negotiation before close of the Examination.
- 4.5 The Applicant's position as to its status as a statutory undertaker is set out in the Applicant's D5 Submission. ESPL welcomes the Applicant's acknowledgement at paragraph 3.1.4 that *"it would be prudent for any decision maker to apply the tests of section 127 Planning Act 2008 regardless"*.

5. **Protective Provisions**

- 5.1 The ESPL Protective Provisions appended to Schedule 1 of this submission are the same as those appended to ESPL's Deadline 6 Submission, with the exception of minor amendments to capture successors in title to ESPL. A comparison between the provisions in Schedule 1 to this submission and the provisions appended to ESPL's Deadline 6 Submission is included in Schedule 2 to this submission.
- 5.2 The scope and terms of the protective provisions sought by ESPL reflect the risk posed to the ESPL Project by the East Park Project and the powers sought in the East Park DCO. ESPL seeks to ensure the safety and operation of its project to enable coexistence with the East Park Project.
- 5.3 ESPL has sought reasonable and industry standard provisions to protect the ESPL Project. Similar terms have been included in many DCOs with interfaces between solar Nationally Significant Infrastructure Projects and other renewable developments and grid infrastructure, such as Cottam Solar Project Order 2024 and the protective provisions in Schedule 15 of that Order for the protection of Gate Burton Energy Park Limited (Part 11), West Burton Solar Project Limited (Part 12), Tillbridge Solar Project Limited (Part 17) and EDF Energy (Thermal Generation) Limited (Part 18). Contrary to the Applicant's dismissal of these provisions, the precedent is by no means limited to that of gas undertakers.
- 5.4 The Examining Authority is also directed to equivalent protection for undertakers within a shared cable corridor under Parts 5, 6, and 7 of Schedule 15 of the Tillbridge Solar Order 2025. Similar protections exist for undertakers with other interests within a solar farm cable corridor under Part 16 of the Tillbridge Solar Order 2025. The Examining Authority is also directed to equivalent protections in Schedule 15 of the West Burton Solar Project Order 2025.
- 5.5 These are standard provisions for interfaces of this nature and reflect the protections that are reasonably necessary to safeguard a major electricity generation project and its critical grid infrastructure.
- 5.6 The Applicant's assertion that Part 1 of Schedule 13 is adequate to protect the ESPL Project has been and is rejected by ESPL. Part 1 is not appropriate to address the specific circumstances of the interface between the East Park Project and the ESPL Project. It ignores recent precedent and is contrary to Government Guidance: *Nationally Significant Infrastructure Projects: Advice on Preparing Applications for Linear Projects* (February 2025) that states *"...where bespoke provisions are required for the benefit of a particular SU, these should be included in the application DCO"*.

- 5.7 Given that ESPL has not been given sight of or the opportunity to comment on the provisions being unilaterally submitted by the Applicant, ESPL here sets out the justification and necessity of the protective provisions sought by ESPL and responses to comments in the Applicant's D7 Submission on its position.

Compulsory acquisition of new rights

- 5.8 The present position with regard to the land in which ESPL and the Applicant have an interface is that National Grid Electricity Transmission PLC (**NGET**) are the landowners, and ESPL have the Access Easement and Cable Easement Option (with Cable Easement currently being drawn down). ESPL is concerned with protecting the rights it has secured by agreement with NGET which are critical to the delivery and operation of the ESPL Project.
- 5.9 The Applicant refers in its D7 Submission to merely acquiring rights in land owned by NGET in which ESPL have an interest "*and the rights acquired are entirely subject to ESPL's interest*", whereas (the Applicant argues) ESPL is seeking to have a right to 'authorise' the acquisition of that land "*even if rights were sitting alongside and not interfering with ESPL*".
- 5.10 At no point in the course of this examination has the Applicant submitted protective provisions for the benefit of ESPL which limit its powers of compulsory acquisition or acquisition of rights such that they shall not interfere with ESPL's existing rights and interests. Neither has the Applicant proposed to exclude ESPL's rights and interests from extinguishment or from being overridden with respect to the powers to acquire new rights under article 24 of the draft DCO.
- 5.11 Rather than seeking the power to 'authorise' the Applicant's acquisition of land or rights, the protective provision requiring ESPL's consent to the Applicant exercising such powers over land in which ESPL has rights is intended to ensure that ESPL's interests are protected and not interfered with. The Applicant has not otherwise provided any mechanism by which that is secured, putting the delivery and operation of the ESPL project – a 49.9 MW solar development and 100 MW BESS project that is already in progress – at risk.
- 5.12 The protection sought by ESPL is that the undertaker may not appropriate, acquire or take temporary possession of any land or apparatus forming part of the ESPL Project, or interfere with ESPL's easements, interests or rights, without ESPL's agreement (such agreement not to be unreasonably withheld). This is not an unfettered veto – it is a reasonable protection against the unilateral exercise of powers that could fundamentally undermine ESPL's project. The reference to land "forming part of the ESPL Project" in ESPL's Protective Provisions is necessary to capture the land in which ESPL has the Access Easement as ensuring that ESPL's access to its apparatus is not extinguished or interfered with is critical to ESPL's ability to deliver, operate and maintain the ESPL Project.
- 5.13 Moreover, the Planning Act 2008: *Guidance related to procedures for the compulsory acquisition of land* requires the Applicant to satisfy the Secretary of State that "*all reasonable alternatives to compulsory acquisition (including modifications to the scheme) have been explored*" and that "*the land to be acquired is no more than is reasonably required for the purposes of the development*". The Applicant is seeking powers to acquire new rights over large areas of land within which the land over which ESPL has rights is very limited. The Applicant has at no point actually explained why compulsory acquisition of rights in the specific, narrow areas in which ESPL have interests is 'necessary' in accordance with the statutory test. ESPL does not in principle object to a wide grid connection corridor for Work No. 4 given connection route uncertainties. However it cannot be the case that this fact alone permits the Applicant to retain a wider corridor that encompasses ESPL's interests and for the Secretary of State to be satisfied that the legal test for compulsory acquisition have been satisfied. Furthermore, given the narrow but critical interests within the Order land, it is unreasonable for the Applicant to refuse the protections that ESPL require.
- 5.14 In the D7 Submission, the Applicant once again pointed to general statements in the Statement of Reasons and Book of Reference and its Deadline 1 Response to ESPL's Relevant Representation [REP1-055] on 'necessity', seemingly indicating that the examination process is not necessary and its first submission is the final word. This approach is wholly inadequate. The Applicant's reliance on its response to Relevant

Representations prepared six months ago is no substitute for demonstrating necessity through the examination process. The examination process exists precisely so that the Examining Authority and Secretary of State can interrogate the evidence and test the Applicant's case. The Applicant cannot simply point to its own previously submitted documents and assert that necessity is thereby demonstrated. The Applicant has not demonstrated that the power it has under the draft DCO to extinguish or interfere with ESPL's rights (including the Cable Easement Option and Access Easement) is necessary, as opposed to merely convenient or desirable.

Approval of works in proximity to apparatus

- 5.15 The Applicant suggests in its D7 Submission that the provision sought by ESPL to approve works in proximity to ESPL apparatus is excessive, and that the ability to make reasonable requirements under Part 1 of Schedule 13 should be more than sufficient (paragraph 5.1.3, Applicant's D7 Submission).
- 5.16 The principle concern with this that the condition of 'reasonable' requirements enables the Applicant to refuse to implement ESPL's requirements based on its unilateral view that they are not reasonable. While ESPL can challenge this through arbitration, it may by then be too late and the Applicant could have proceeded with disregard to ESPL's requirements and caused damage to the ESPL Project, with ramifications not only for ESPL but also the net zero objectives that the ESPL Project serves. Furthermore, it cannot be the case that foreseeable impacts (known now) can simply be pushed into vague "reasonable protections" wording to be sorted out later by arbitration. Rather the primary role of arbitration provision is to solve genuine disagreements in interpretation of protections – it is categorically not a forum for agreeing whether or not protections (to well-known impacts) should or should not apply. That is a matter for this Examination and the decision of the Secretary of State.
- 5.17 Taken together, it is necessary for ESPL to have the ability to prevent work being carried out which might damage its apparatus. Serious detriment may be incurred where ESPL is not able to properly protect its apparatus. Furthermore, as opposed to 'other statutory undertakers', ESPL is immediately proximate to the East Park Project, with potentially overlapping or extremely proximate grid connection routes and construction or maintenance activities. In order for ESPL to continue progressing its already under construction project, assurance is required that those works can be delivered without potentially being indiscriminately uprooted and disrupted by the Applicant.
- 5.18 As to the 56-day period required by ESPL period for approval of plans, this is a standard period for approval of plans which might affect electricity apparatus: 7 weeks is not an extreme period for technical procedures and testing to be confirmed. An 8-week period would be normal for discharge of a planning condition, and the technical interface between two high voltage cable systems is plainly likely to be more complicated than a standard planning condition submission.
- 5.19 With regard to the specific example of a 10 metre offset distance, ESPL does not accept that requesting a 10 metre offset distance is arbitrary. A 10 metre separation is an established industry standard for avoiding electromagnetic interference and thermal effects between high voltage cable systems. This distance is absolutely required to safeguard ESPL's equipment.
- 5.20 The Applicant further asserts, with regard to the protective provisions addressing the potential need for an engineering assessment to support the Applicant's proposed plans in proximity to ESPL apparatus, that *"there would be nothing to stop ESPL from commissioning an independent engineering assessment to evaluate the impact of the works, should ESPL wish to do so"* (paragraph 5.1.5). This misses the point entirely. The purpose of requiring an independent engineering assessment in the ESPL Protective Provisions is that the cost and burden of undertaking that assessment should be the Applicant's where the need for it arises from its proposed works in proximity to ESPL apparatus, and the output of the assessment will identify mitigation measures that the Applicant commits to providing and paying for. Without this requirement in the protective provisions, there is no mechanism to ensure that identified mitigations are actually implemented by the Applicant.

- 5.21 Additionally, it is the Applicant's view that paragraph 7(2) of Part 1 of Schedule 13 allows ESPL to provide reasonable requirements to ensure access to its apparatus is secured. ESPL does not accept this. Paragraph 7(2) only provides for access to apparatus – not access to the ESPL Project site more broadly. It is not unreasonable to require an access plan to be agreed between the Applicant and ESPL to facilitate unencumbered access to its plant. The ESPL Protective Provisions require submission of a programme 56 days in advance to avoid disruption to the ESPL Project. If access to apparatus is materially obstructed, the Applicant must provide alternative access no less effective than the existing access. This directly addresses the critical risk to the ESPL Project. It is unclear why the Applicant prefers for the protective provisions to be opaque and vague on these matters where ESPL has already provided clear drafting that facilitates a solution at the appropriate point in time to facilitate the coexistence of the two projects.

Removal of apparatus: rights and facilities

- 5.22 In the case that ESPL apparatus is required to be removed by the Applicant, ESPL agrees with the Applicant and acknowledges that under Part 1 of Schedule 13 apparatus "*may not be removed... until alternative apparatus has been constructed and is in operation... to the reasonable satisfaction of the utility undertaker*". However, with regard to ESPL's concerns with these paragraphs and the Applicant's difficulty understanding them, ESPL reiterates that under Part 1, paragraph 6, if alternative facilities and rights are "less favourable" than the original facilities, the only remedy is for the arbitrator to make "provision for the payment of compensation" – a purely compensatory remedy. Compensation cannot ensure the continued delivery of renewable energy generation, grid flexibility and storage capacity that ESPL's project is designed to provide. Under the ESPL Protective Provisions, if alternative facilities and rights are less favourable, the arbitrator can order facilities and rights that are "no less favourable" – securing ESPL's operational position, not merely compensating for its loss

Cost recovery, indemnity and insurance

- 5.23 At paragraphs 5.1.7 and 5.1.8, the Applicant asserts that Part 1 provides an adequate indemnity and that "insurance requirements of the kind sought by ESPL are typically reserved for inherently dangerous apparatus (such as gas pipelines or railways) where third-party safety risks are materially higher". ESPL does not accept this. The Applicant's position ignores the proximity and potential impacts in this case. With respect to equivalent costs recovery, indemnity and insurance protective provisions, the Examining Authority is referred to the aforementioned precedent Orders at paragraphs 5.3 and 5.4. The Applicant would also refer to Schedule 11, Part 9 of the Beacon Fen Energy Park Order 2026.
- 5.24 The Applicant further disputes the list of potential losses set out by ESPL in paragraphs 4.12 and 4.13 of its Deadline 6 Submission on the basis of lack of evidence. This is an unreasonable requirement, given that protective provisions are intended to protect against unknown future risks while the Applicant's development remains subject to substantial refinement. The Applicant acknowledges at paragraph 5.1.10 of its D7 Submission that Part 1 protections are "specifically designed to ensure that such damage does not occur". This acknowledges that protections are required to safeguard critical grid infrastructure. Without sufficient protection, that grid infrastructure would not be safeguarded. That clearly goes to project viability and continued operation. Without a secure grid connection and access, there is no project – and the losses listed would materialise in whole or at least in part.
- 5.25 The Applicant is seeking compulsory acquisition rights over a well-advanced project with substantial investment, close to its energisation date. The Applicant is proposing not to provide the protections that are required to safeguard ESPL's apparatus. It should not be trivialising the related risks.

Commercial Viability and Disproportionate Burden Arguments

- 5.26 The Applicant has made the case that the protections required by ESPL would "cause substantial delay and cost" to the East Park Project. ESPL reminds the Applicant that the land in which ESPL have an interest within the proposed Order Land is very narrow. While ESPL has negotiated limited, specific rights necessary to deliver the project that it is already constructing, the Applicant has sought extensive rights over a wide area that would allow

it to avoid an interface with ESPL if preferred. ESPL does not have that flexibility. Given the scale and complexity of the East Park Project, it is plainly not the case that the protections sought by ESPL are unusually burdensome or excessive or would cause such difficulty for the Applicant. As detailed above, the ESPL Protective Provisions are industry standard and have been applied to DCO interfaces of a similar nature.

6. ESPL's Requirement for the Full Protective Provisions

- 6.1 In the case that insufficient protection is afforded to ESPL, the risks to the viability of the ESPL Project would be completely unacceptable from a legal and policy perspective. The promotion of a new solar and BESS project should not serve to compromise the viability of a consented and under construction solar and BESS project – a project that is deliverable in the context of a 2030 target of 45-47GW of deployed solar under the Clean Power Action Plan (2024), and a 70GW solar deployment target by 2035 in the British Energy Security Strategy (2022). Such targets are ultimately imperative to ensuring legally binding decarbonisation obligations under the Climate Change Act 2008 (as amended) are met.

7. Conclusion

- 7.1 ESPL does not object in principle to the East Park Project. However, the ESPL Project represents urgently needed low carbon infrastructure to meet the Government's Clean Power 2030 Mission and legally binding decarbonisation obligations under the Climate Change Act 2008. The ESPL Project is substantially advanced, with planning permissions, land interests and grid connection secured, significant capital expenditure invested, and a contracted energisation date of October 2026. ESPL's infrastructure must therefore be adequately protected
- 7.2 The Applicant's proposed reliance on Part 1 of Schedule 13 is not sufficient to protect the ESPL Project. Part 1 does not sufficiently protect ESPL's land interests, provide adequate approval mechanisms or protections against risks to its apparatus, nor provide adequate cost recovery, appropriate indemnities or provision for insurance. These are fundamental gaps that leave the ESPL Project exposed and pose a risk of serious detriment to the ESPL Project. The extent of land proposed to be subject to the extinguishment of existing rights by the Applicant under the draft DCO is indiscriminate and cannot meet the necessity test.
- 7.3 The Applicant's D7 Submission fails to address these concerns and does not alter ESPL's position. ESPL confirms and reinforces its position as set out in its Relevant Representation and Deadline 6 Submission. It has provided recent DCO precedent to support its position on the appropriate and reasonable protections sought.
- 7.4 ESPL understands that the Applicant intends to unilaterally submit provisions for the protection of ESPL at this examination deadline, but these have not been shared with ESPL and ESPL has not had the opportunity to comment on them. ESPL expressly reserves its position in respect of any such provisions and respond to them, once they are made available.
- 7.5 ESPL requests that the Examining Authority and Secretary of State include the ESPL Protective Provisions (set out in Schedule 1) in any DCO granted for the East Park Project. This will enable the Secretary of State to be satisfied that the legal requirements for compulsory acquisition, including the requirements under sections 127 and 138 of the Planning Act 2008, are satisfied, and will ensure that two essential low carbon energy projects can coexist without prejudice to either.

Eversheds Sutherland (International) LLP
11 September 2026

SCHEDULE 1 – ESPL PROTECTIVE PROVISIONS

PROTECTIVE PROVISIONS

FOR THE PROTECTION OF EATON SOCON POWER LIMITED

Application

1. (1) For the protection of ESPL as referred to in these Protective Provisions the following provisions have effect, unless otherwise agreed in writing between the Undertaker and ESPL.

Interpretation

2. In these Protective Provisions —

“Acceptable Credit Provider” means a bank or financial institution with a credit rating that is not lower than: (i) “A-” if the rating is assigned by Standard & Poor’s Ratings Group; and (ii) “A3” if the rating is assigned by Moody’s Investors Services Inc;

“Acceptable Insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £10,000,000 (Ten Million Pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be effected and maintained (a) during the construction period of the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised works by or on behalf of the undertaker which constitute specified works; and arranged with an insurer whose security/credit rating meets the same requirements as an Acceptable Credit Provider, such policy shall include (but without limitation): (a) a waiver of subrogation, and an indemnity to principal clause, in favour of ESPL; and (b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000 (Ten Million Pounds) per occurrence or series of occurrences arising out of one event or £10,000,000 (Ten Million Pounds) in aggregate;

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of ESPL to enable ESPL to fulfil its functions in relation to the ESPL Project in a manner no less efficient than previously;

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by ESPL or its successors for the purposes of the ESPL Project, together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of ESPL or its successors and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus, and for the avoidance of doubt shall include the ESPL cable connection and any associated infrastructure comprised in the ESPL Grid Connection;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2(1) of the Order and includes any associated development authorised by the Order and for the purposes of these Protective Provisions includes

the use and maintenance of the authorised works and construction of any works authorised by the provisions of this Part of this Schedule;

"Commence" and **"commencement"** in these Protective Provisions includes any below ground surveys and associated monitoring, ground work operations or the erection of construction plant and equipment;

"Eaton Socon Substation" means the National Grid electricity transmission substation at Eaton Socon, Bedfordshire;

"ESPL" means Eaton Socon Power Limited (Company Registration Number [12921574] whose registered office is at Fourth Floor, Burlington Building, 19 Heddons Street, London, United Kingdom, W1B 4BG, and any successor in title or function to the ESPL Project;

"ESPL Grid Connection" means the cable connection from the ESPL Project site to the Eaton Socon Substation in Bedfordshire, including any cable easement route for which ESPL holds rights and any associated access arrangements;

"ESPL Planning Permissions" means: (a) planning permission reference 24/00858/MAF granted on 31 January 2025 for the installation of a solar array of up to 49.9MW; and (b) planning permission reference 22/01828/MAF granted on 4 May 2023 (as amended by reference 23/02436/NMA on 5 December 2023) for the installation of up to 100MW of battery energy storage system; as may be varied, changed, amended or non-materially amended under sections 73 and 96A of the Town and Country Planning Act 1990;

"ESPL Project" means the co-located 49.9MW solar park and 100MW battery energy storage system authorised by the ESPL Planning Permissions, together with the ESPL Grid Connection, which will connect to the Eaton Socon Substation in Bedfordshire;

"functions" includes powers and duties;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"maintain" and **"maintenance"** includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of ESPL or the ESPL Project: construct, use, repair, alter, inspect, renew or remove the apparatus;

"plan" or **"plans"** include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"Protective Provisions" means the provisions of this Part of this Schedule for the benefit of ESPL;

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which:

- (a) will or may be situated over, or within 10 metres measured in any direction of any apparatus the removal of which has not been required by the

undertaker under paragraph 7(2) (*facilities and rights for alternative apparatus*) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise

and for the avoidance of doubt shall include all works comprised in Work No. 4 of the authorised development (being the 400kV electrical cable connection between the East Park Energy Substation and the Eaton Socon Substation) within the vicinity of the ESPL Project and the ESPL Grid Connection;

"undertaker" means BSSL Cambsbed 1 Limited (Company Registration Number [to be confirmed]) and any person who has the benefit of the Order pursuant to article 5 (*benefit of the Order*) or section 156 of the Planning Act 2008;

On Street Apparatus

3. Except for paragraphs 6 (*retained apparatus: protection*), and 10 (*indemnity*) of these Protective Provisions which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of ESPL, the other provisions of these Protective Provisions do not apply to apparatus in respect of which the relations between the undertaker and ESPL are regulated by the provisions of Part 3 of the 1991 Act.

Protective works to buildings

4. The undertaker, in the case of the powers conferred by article 19 (*protective work to buildings*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of ESPL.

Acquisition of land

5. (1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not —

(a) appropriate or acquire or take temporary possession of any land or apparatus owned or leased by ESPL or forming part of the ESPL Project; or

(b) appropriate, acquire, extinguish, interfere with or override any easement, interest or right and/or apparatus of ESPL,

otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between ESPL and the undertaker) that is subject to the requirements of these Protective Provisions that will cause any conflict with or breach the terms of any easement or other legal or land interest of ESPL or affect the provisions of any enactment or agreement regulating the relations between ESPL and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as ESPL reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between ESPL and the undertaker acting reasonably and which must be no less favourable on the whole to ESPL unless otherwise agreed by ESPL, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) Save where otherwise agreed in writing between the undertaker and ESPL, the undertaker and ESPL agree that where there is any inconsistency or duplication between the provisions set out in these Protective Provisions relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by ESPL and/or other enactments relied upon by ESPL as of right or other use in relation to the apparatus, then the provisions in these Protective Provisions are to prevail.

(4) Any agreement or consent granted by ESPL under paragraph 8 (*retained apparatus: protection*) or any other paragraph of these Protective Provisions is not to be taken to constitute agreement under sub-paragraph (1) and any agreement under sub-paragraph (1) is without prejudice to and does not affect any other rights of ESPL except the land or apparatus to the agreement it relates.

Retained Apparatus

6. (1) Except as may be otherwise agreed between the undertaker and ESPL and subject to sub-paragraph (2), the undertaker must not execute any specified works on land acquired or held by ESPL or land in which ESPL has any right or interest, until the undertaker has submitted to ESPL a plan of the works to be executed and ESPL has either given its approval to those plans or the period of 56 days beginning with the date on which such plans are submitted to ESPL has expired without ESPL having given its approval, unless ESPL has requested further particulars from the undertaker as ESPL may reasonably require and such particulars have not yet been provided by the undertaker.

(2) The undertaker may commence specified works which are emergency works as soon as reasonably practicable after giving notice to ESPL and may execute those works without plans having been submitted under sub-paragraph (1), but the undertaker must (if so reasonably required by ESPL) submit such plans to ESPL as soon as reasonably practicable after commencing such emergency works.

(3) In the execution of specified works for which plans have been submitted to ESPL pursuant to this paragraph the undertaker must carry out the specified works only in accordance those plans as approved (or not rejected) by ESPL with such modifications as ESPL may direct so as to ensure the safety and efficient operation of the apparatus and the continuity of supply.

(4) In carrying out any specified works pursuant to sub-paragraph (3), the undertaker must at all times comply with any code of practice issued by ESPL and must give ESPL reasonable facilities to monitor and inspect such works.

(5) The undertaker must take all steps reasonably required by ESPL to protect ESPL's apparatus from damage, interference or loss of efficiency during and after the construction of the specified works.

(6) The undertaker must, in carrying out any specified works, at all times ensure: (a) that the specified works do not adversely affect the transmission capacity, efficiency or reliability of the ESPL Grid Connection or the apparatus; (b) that the specified works maintain adequate offset distances from ESPL's apparatus as required to prevent electromagnetic interference, thermal effects or physical damage; and (c) that the specification and programme for the specified works are submitted to and approved by ESPL before the commencement of any specified works.

(7) Any approval of ESPL required under this paragraph-

(a) must not be unreasonably withheld or delayed

(b) is deemed to have been given if it is neither given nor refused and no comment or response has been issued by ESPL within 28 days of the submission of the plans for approval (or submission of further particulars if required by ESPL); and

(c) may be given subject to such reasonable requirements as ESPL may make for the protection of their apparatus in consideration of the requirements set out in sub-paragraph (6).

(8) The further particulars set out in sub-paragraph (1) include information relating to management of construction traffic, access and egress arrangements, offset distances, protective works required to avoid EMI and physical damage.

(9) In the event that the final design of the undertaker's grid connection into the Eaton Socon Substation results in any works crossing or being within 10 metres of ESPL's apparatus, if ESPL is not satisfied with the information provided by the undertaker, ESPL may require the undertaker to commission and share with ESPL an independent engineering assessment of the impacts on the apparatus. The undertaker shall implement such mitigation measures as ESPL may reasonably require to protect the performance and longevity of the apparatus.

Removal of apparatus

7. (1) No apparatus shall be removed and no right to remove it shall arise, unless the undertaker has first given to ESPL 56 days' written notice of its intention to remove the apparatus and such removal and provision of alternative apparatus has been approved by ESPL within those 56 days.

(2) Where ESPL approves the works for removal of the apparatus and provision of alternative apparatus, the undertaker shall undertake the approved works. Upon completion of construction of the alternative apparatus, the undertaker shall secure, transfer and afford to ESPL all facilities and rights in land for the use, maintenance, construction and protection of the alternative apparatus. Those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and ESPL within 28 days of the undertaker proposing terms and conditions to ESPL and must be no less favourable on the whole to ESPL than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by ESPL.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are considered by ESPL to be less favourable on the whole to ESPL those enjoyed by it in respect of the apparatus to be removed, the matter may be referred to arbitration in accordance with paragraph 14 for the arbitrator to determine any appropriate remedy to secure for ESPL facilities and rights in the alternative apparatus no less favourable than those enjoyed by ESPL in the apparatus to be removed .

(3) Any alternative apparatus to be constructed or installed by the undertaker pursuant to the approval of ESPL under sub-paragraph 1 must be constructed or installed before the apparatus that is to be replaced is removed, unless ESPL and the undertaker otherwise agree.

(4) Nothing in this paragraph requires the undertaker to bear or pay the cost of any alternative apparatus that is not reasonably necessary as a consequence of the exercise of the provisions of these Protective Provisions or the powers under the Order.

Expenses

9. (1) Subject to the following provisions of this paragraph, the undertaker must pay to ESPL within 30 days of an invoice or claim the reasonable and proper costs, charges and expenses of and in connection with the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development including without limitation –

- (a) any costs reasonably incurred by or compensation properly paid ESPL in connection with the acquisition of rights or the exercise of statutory powers for such apparatus;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (e) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (f) the approval of plans;
- (g) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
- (h) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 14 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to ESPL by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same

capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(3) For the purposes of sub-paragraph (2)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or similar will be treated as if it also had been agreed or had been so determined.

(4) Any amount which apart from this sub-paragraph would be payable to ESPL in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on ESPL any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

(5) Any sums paid by the undertaker to ESPL under sub-paragraph (1) relating to anticipated costs and expenses will be returned on demand (in whole or in part as applicable) by ESPL to the undertaker if not incurred.

Indemnity

10. (1) If, in consequence of the construction of any works authorised by these Protective Provisions or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under these Protective Provisions or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of ESPL, or there is any interruption in any service provided, or in the supply of any goods, by ESPL, or ESPL becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay within 30 days of receipt of an invoice or claim from ESPL the cost reasonably and properly incurred by ESPL in making good such damage or restoring the supply; and

(b) indemnify ESPL for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from ESPL, by reason or in consequence of any such damage or interruption or ESPL becoming liable to any third party.

(2) The fact that any act or thing may have been done by ESPL on behalf of the undertaker or in accordance with a plan approved by ESPL or in accordance with any requirement of ESPL as a consequence of the authorised works or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless ESPL fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of ESPL, its officers, servants, contractors or agents;

(b) any authorised works and/or any other works authorised by these Protective Provisions carried out by ESPL as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 5 (*Benefit of the Order*) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-paragraph (3)(b) will be subject to the full terms of these Protective Provisions including this paragraph 10; and/or

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) ESPL must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must unless payment is required in connection with a statutory compensation scheme be made without first consulting the undertaker and considering their representations (such representations not to be unreasonably withheld or delayed).

(5) ESPL must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) ESPL must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity provisions under this paragraph apply where it is within ESPL’s reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of ESPL’s control and if reasonably requested to do so by the undertaker ESPL must provide an explanation of how the claim has been minimised, where relevant.

(7) The undertaker must not commence construction of any specified works (and must not permit the commencement of construction of any specified works) unless and until ESPL is satisfied acting reasonably that the undertaker has first provided Acceptable Insurance (and provided evidence that it shall maintain such Acceptable Insurance for the entire construction period of the relevant part of the specified works from the proposed date of commencement) and ESPL has confirmed its satisfaction in writing.

(8) Where the undertaker’s contractor has provided the Acceptable Insurance, the undertaker shall remain responsible for ensuring that the Acceptable Insurance is in place and maintained as required under the terms of these Protective Provisions.

Enactments and agreements

11. Save to the extent provided for to the contrary elsewhere in these Protective Provisions or by agreement in writing between ESPL and the undertaker, nothing in these Protective Provisions affects the provisions of any enactment or agreement regulating the relations between the undertaker and ESPL in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

12. (1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or ESPL requires the removal of apparatus under paragraph 6(2) (*removal of apparatus*) or ESPL makes requirements for the protection or alteration of apparatus under paragraph 8 (*retained apparatus: protection*), the undertaker must use its reasonable endeavours to co-ordinate the execution of any works (which are subject to these Protective Provisions) in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of ESPL's undertaking and ESPL must use its reasonable endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever ESPL's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

13. If in consequence of the agreement reached in accordance with paragraph 5(1) (*acquisition of land*) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable ESPL to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

14. (1) Subject to sub-paragraph (2), any difference or dispute arising between the undertaker and ESPL under these Protective Provisions must, unless otherwise agreed in writing between the undertaker and ESPL, be determined by arbitration in accordance with article 43 (*arbitration*) of the Order.

(2) Sub-paragraph (1) does not apply to a difference or dispute arising under sub-paragraphs 6(1) or 7(1)

Notices

15. Notwithstanding article 40 (*service of notices*), any plans submitted to ESPL by the undertaker pursuant to paragraph 5 (*acquisition of land*) must be submitted to ESPL at its registered office or to such other address as ESPL may from time to time appoint instead for that purpose and notify to the undertaker in writing.

**SCHEDULE 2 – COMPARISON OF ESPL PROTECTIVE PROVISIONS AT DEADLINE 6 AND
DEADLINE 8**

PROTECTIVE PROVISIONS

FOR THE PROTECTION OF EATON SOCON POWER LIMITED

Application

1. (1) For the protection of ESPL as referred to in these Protective Provisions the following provisions have effect, unless otherwise agreed in writing between the Undertaker and ESPL.

Interpretation

2. In these Protective Provisions —

“Acceptable Credit Provider” means a bank or financial institution with a credit rating that is not lower than: (i) “A-” if the rating is assigned by Standard & Poor’s Ratings Group; and (ii) “A3” if the rating is assigned by Moody’s Investors Services Inc;

“Acceptable Insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £10,000,000 (Ten Million Pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be effected and maintained (a) during the construction period of the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised works by or on behalf of the undertaker which constitute specified works; and arranged with an insurer whose security/credit rating meets the same requirements as an Acceptable Credit Provider, such policy shall include (but without limitation): (a) a waiver of subrogation, and an indemnity to principal clause, in favour of ESPL; and (b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000 (Ten Million Pounds) per occurrence or series of occurrences arising out of one event or £10,000,000 (Ten Million Pounds) in aggregate;

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of ESPL to enable ESPL to fulfil its functions in relation to the ESPL Project in a manner no less efficient than previously;

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by ESPL [or its successors](#) for the purposes of the ESPL Project, together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of ESPL [or its successors](#) and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus, and for the avoidance of doubt shall include the ESPL cable connection and any associated infrastructure comprised in the ESPL Grid Connection;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2(1) of the Order and includes any associated development authorised by the Order and for the purposes of these Protective Provisions includes

the use and maintenance of the authorised works and construction of any works authorised by the provisions of this Part of this Schedule;

"Commence" and **"commencement"** in these Protective Provisions includes any below ground surveys and associated monitoring, ground work operations or the erection of construction plant and equipment;

"Eaton Socon Substation" means the National Grid electricity transmission substation at Eaton Socon, Bedfordshire;

"ESPL" means Eaton Socon Power Limited (Company Registration Number [12921574] whose registered office is at Fourth Floor, Burlington Building, 19 Heddon Street, London, United Kingdom, W1B 4BG, [and any successor in title or function to the ESPL Project](#);

"ESPL Grid Connection" means the cable connection from the ESPL Project site to the Eaton Socon Substation in Bedfordshire, including any cable easement route for which ESPL holds ~~the Cable Easement Option~~[rights](#) and any associated access arrangements;

"ESPL Planning Permissions" means: (a) planning permission reference 24/00858/MAF granted on 31 January 2025 for the installation of a solar array of up to 49.9MW; and (b) planning permission reference 22/01828/MAF granted on 4 May 2023 (as amended by reference 23/02436/NMA on 5 December 2023) for the installation of up to 100MW of battery energy storage system; as may be varied, changed, amended or non-materially amended under sections 73 and 96A of the Town and Country Planning Act 1990;

"ESPL Project" means the co-located 49.9MW solar park and 100MW battery energy storage system authorised by the ESPL Planning Permissions, together with the ESPL Grid Connection, which will connect to the Eaton Socon Substation in Bedfordshire;

"functions" includes powers and duties;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"maintain" and **"maintenance"** includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of ESPL or the ESPL Project: construct, use, repair, alter, inspect, renew or remove the apparatus;

"plan" or **"plans"** include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"Protective Provisions" means the provisions of this Part of this Schedule for the benefit of ESPL;

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which:

(a) will or may be situated over, or within 10 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) (*facilities and rights for alternative apparatus*) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise

and for the avoidance of doubt shall include all works comprised in Work No. 4 of the authorised development (being the 400kV electrical cable connection between the East Park Energy Substation and the Eaton Socon Substation) within the vicinity of the ESPL Project and the ESPL Grid Connection;

"undertaker" means BSSL Cambsbed 1 Limited (Company Registration Number [to be confirmed]) and any person who has the benefit of the Order pursuant to article 5 (*benefit of the Order*) or section 156 of the Planning Act 2008;

On Street Apparatus

3. Except for paragraphs 6 (*retained apparatus: protection*), and 10 (*indemnity*) of these Protective Provisions which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of ESPL, the other provisions of these Protective Provisions do not apply to apparatus in respect of which the relations between the undertaker and ESPL are regulated by the provisions of Part 3 of the 1991 Act.

Protective works to buildings

4. The undertaker, in the case of the powers conferred by article 19 (*protective work to buildings*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of ESPL.

Acquisition of land

5. (1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not —

(a) appropriate or acquire or take temporary possession of any land or apparatus owned or leased by ESPL or forming part of the ESPL Project; or

(b) appropriate, acquire, extinguish, interfere with or override any easement, interest or right and/or apparatus of ESPL,

otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between ESPL and the undertaker) that is subject to the requirements of these Protective Provisions that will cause any conflict with or breach the terms of any easement or other legal or land interest of ESPL or affect the provisions of any enactment or agreement regulating the relations between ESPL and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as ESPL reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between ESPL and the undertaker acting reasonably and which must be no less favourable on the whole to ESPL unless otherwise agreed by ESPL, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of

such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) Save where otherwise agreed in writing between the undertaker and ESPL, the undertaker and ESPL agree that where there is any inconsistency or duplication between the provisions set out in these Protective Provisions relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by ESPL and/or other enactments relied upon by ESPL as of right or other use in relation to the apparatus, then the provisions in these Protective Provisions are to prevail.

(4) Any agreement or consent granted by ESPL under paragraph 8 (*retained apparatus: protection*) or any other paragraph of these Protective Provisions is not to be taken to constitute agreement under sub-paragraph (1) and any agreement under sub-paragraph (1) is without prejudice to and does not affect any other rights of ESPL except the land or apparatus to the agreement it relates.

Retained Apparatus

6. (1) Except as may be otherwise agreed between the undertaker and ESPL and subject to sub-paragraph (2), the undertaker must not execute any specified works on land acquired or held by ESPL or land in which ESPL has any right or interest, until the undertaker has submitted to ESPL a plan of the works to be executed and ESPL has either given its approval to those plans or the period of 56 days beginning with the date on which such plans are submitted to ESPL has expired without ESPL having given its approval, unless ESPL has requested further particulars from the undertaker as ESPL may reasonably require and such particulars have not yet been provided by the undertaker.

(2) The undertaker may commence specified works which are emergency works as soon as reasonably practicable after giving notice to ESPL and may execute those works without plans having been submitted under sub-paragraph (1), but the undertaker must (if so reasonably required by ESPL) submit such plans to ESPL as soon as reasonably practicable after commencing such emergency works.

(3) In the execution of specified works for which plans have been submitted to ESPL pursuant to this paragraph the undertaker must carry out the specified works only in accordance those plans as approved (or not rejected) by ESPL with such modifications as ESPL may direct so as to ensure the safety and efficient operation of the apparatus and the continuity of supply.

(4) In carrying out any specified works pursuant to sub-paragraph (3), the undertaker must at all times comply with any code of practice issued by ESPL and must give ESPL reasonable facilities to monitor and inspect such works.

(5) The undertaker must take all steps reasonably required by ESPL to protect ESPL's apparatus from damage, interference or loss of efficiency during and after the construction of the specified works.

(6) The undertaker must, in carrying out any specified works, at all times ensure: (a) that the specified works do not adversely affect the transmission capacity, efficiency or reliability of the ESPL Grid Connection or the apparatus; (b) that the specified works maintain adequate offset distances from ESPL's apparatus as required to prevent electromagnetic interference, thermal effects or physical damage; and (c) that the specification and programme for the

specified works are submitted to and approved by ESPL before the commencement of any specified works.

(7) Any approval of ESPL required under this paragraph-

(a) must not be unreasonably withheld or delayed

(b) is deemed to have been given if it is neither given nor refused and no comment or response has been issued by ESPL within 28 days of the submission of the plans for approval (or submission of further particulars if required by ESPL); and

(c) may be given subject to such reasonable requirements as ESPL may make for the protection of their apparatus in consideration of the requirements set out in sub-paragraph (6).

(8) The further particulars set out in sub-paragraph (1) include information relating to management of construction traffic, access and egress arrangements, offset distances, protective works required to avoid EMI and physical damage.

(9) In the event that the final design of the undertaker's grid connection into the Eaton Socon Substation results in any works crossing or being within 10 metres of ESPL's apparatus, if ESPL is not satisfied with the information provided by the undertaker, ESPL may require the undertaker to commission and share with ESPL an independent engineering assessment of the impacts on the apparatus. The undertaker shall implement such mitigation measures as ESPL may reasonably require to protect the performance and longevity of the apparatus.

Removal of apparatus

7. (1) No apparatus shall be removed and no right to remove it shall arise, unless the undertaker has first given to ESPL 56 days' written notice of its intention to remove the apparatus and such removal and provision of alternative apparatus has been approved by ESPL within those 56 days.

(2) Where ESPL approves the works for removal of the apparatus and provision of alternative apparatus, the undertaker shall undertake the approved works. Upon completion of construction of the alternative apparatus, the undertaker shall secure, transfer and afford to ESPL all facilities and rights in land for the use, maintenance, construction and protection of the alternative apparatus. Those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and ESPL within 28 days of the undertaker proposing terms and conditions to ESPL and must be no less favourable on the whole to ESPL than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by ESPL.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are considered by ESPL to be less favourable on the whole to ESPL those enjoyed by it in respect of the apparatus to be removed, the matter may be referred to arbitration in accordance with paragraph 14 for the arbitrator to determine any appropriate remedy to secure for ESPL facilities and rights in the alternative apparatus no less favourable than those enjoyed by ESPL in the apparatus to be removed .

(3) Any alternative apparatus to be constructed or installed by the undertaker pursuant to the approval of ESPL under sub-paragraph 1 must be constructed or installed before the apparatus that is to be replaced is removed, unless ESPL and the undertaker otherwise agree.

(4) Nothing in this paragraph requires the undertaker to bear or pay the cost of any alternative apparatus that is not reasonably necessary as a consequence of the exercise of the provisions of these Protective Provisions or the powers under the Order.

Expenses

9. (1) Subject to the following provisions of this paragraph, the undertaker must pay to ESPL within 30 days of an invoice or claim the reasonable and proper costs, charges and expenses of and in connection with the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development including without limitation –

- (a) any costs reasonably incurred by or compensation properly paid ESPL in connection with the acquisition of rights or the exercise of statutory powers for such apparatus;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (e) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (f) the approval of plans;
- (g) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
- (h) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 14 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had

been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to ESPL by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(3) For the purposes of sub-paragraph (2)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or similar will be treated as if it also had been agreed or had been so determined.

(4) Any amount which apart from this sub-paragraph would be payable to ESPL in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on ESPL any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

(5) Any sums paid by the undertaker to ESPL under sub-paragraph (1) relating to anticipated costs and expenses will be returned on demand (in whole or in part as applicable) by ESPL to the undertaker if not incurred.

Indemnity

10. (1) If, in consequence of the construction of any works authorised by these Protective Provisions or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under these Protective Provisions or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of ESPL, or there is any interruption in any service provided, or in the supply of any goods, by ESPL, or ESPL becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay within 30 days of receipt of an invoice or claim from ESPL the cost reasonably and properly incurred by ESPL in making good such damage or restoring the supply; and

(b) indemnify ESPL for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from ESPL, by reason or in consequence of any such damage or interruption or ESPL becoming liable to any third party.

(2) The fact that any act or thing may have been done by ESPL on behalf of the undertaker or in accordance with a plan approved by ESPL or in accordance with any requirement of ESPL as a consequence of the authorised works or under its supervision will not (unless

sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless ESPL fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of ESPL, its officers, servants, contractors or agents;

(b) any authorised works and/or any other works authorised by these Protective Provisions carried out by ESPL as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 5 (*Benefit of the Order*) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-paragraph (3)(b) will be subject to the full terms of these Protective Provisions including this paragraph 10; and/or

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) ESPL must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must unless payment is required in connection with a statutory compensation scheme be made without first consulting the undertaker and considering their representations (such representations not to be unreasonably withheld or delayed).

(5) ESPL must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) ESPL must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity provisions under this paragraph apply where it is within ESPL’s reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of ESPL’s control and if reasonably requested to do so by the undertaker ESPL must provide an explanation of how the claim has been minimised, where relevant.

(7) The undertaker must not commence construction of any specified works (and must not permit the commencement of construction of any specified works) unless and until ESPL is satisfied acting reasonably that the undertaker has first provided Acceptable Insurance (and provided evidence that it shall maintain such Acceptable Insurance for the entire construction period of the relevant part of the specified works from the proposed date of commencement) and ESPL has confirmed its satisfaction in writing.

(8) Where the undertaker’s contractor has provided the Acceptable Insurance, the undertaker shall remain responsible for ensuring that the Acceptable Insurance is in place and maintained as required under the terms of these Protective Provisions.

Enactments and agreements

11. Save to the extent provided for to the contrary elsewhere in these Protective Provisions or by agreement in writing between ESPL and the undertaker, nothing in these Protective

Provisions affects the provisions of any enactment or agreement regulating the relations between the undertaker and ESPL in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

12. (1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or ESPL requires the removal of apparatus under paragraph 6(2) (*removal of apparatus*) or ESPL makes requirements for the protection or alteration of apparatus under paragraph 8 (*retained apparatus: protection*), the undertaker must use its reasonable endeavours to co-ordinate the execution of any works (which are subject to these Protective Provisions) in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of ESPL's undertaking and ESPL must use its reasonable endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever ESPL's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

13. If in consequence of the agreement reached in accordance with paragraph 5(1) (*acquisition of land*) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable ESPL to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

14. (1) Subject to sub-paragraph (2), any difference or dispute arising between the undertaker and ESPL under these Protective Provisions must, unless otherwise agreed in writing between the undertaker and ESPL, be determined by arbitration in accordance with article 43 (*arbitration*) of the Order.

(2) Sub-paragraph (1) does not apply to a difference or dispute arising under sub-paragraphs 6(1) or 7(1)

Notices

15. Notwithstanding article 40 (*service of notices*), any plans submitted to ESPL by the undertaker pursuant to paragraph 5 (*acquisition of land*) must be submitted to ESPL at its registered office or to such other address as ESPL may from time to time appoint instead for that purpose and notify to the undertaker in writing.