

From: [REDACTED]@eversheds-sutherland.com>
Sent: 16 September 2026 10:44
To: Louise Harraway [REDACTED]@planninginspectorate.gov.uk>
Cc: [REDACTED]eversheds-sutherland.com>; East Park Energy
<EastParkEnergyProject@planninginspectorate.gov.uk>
Subject: EN010141 East Park Energy Project [ES-CLOUD_UK.FID13480588]

[REDACTED]

Dear Louise,

We act for Eaton Socon Power Limited (ESPL) with respect to the Examination into the East Park Solar Farm DCO Application.

We refer to the submission by ESPL at Deadline 8 dated 11 September 2026 [REP8-047]. In this submission ESPL advised that it was aware, for the first time, that the Applicant was intending to submit protective provisions for the benefit of ESPL into the Examination at Deadline 8. ESPL further advised that it had not had prior sight of the proposed protective provisions that the Applicant intended to submit and had not therefore had any opportunity to comment on those in the course of the Examination. In the interests of procedural fairness, ESPL had therefore expressly reserved its position in respect of commenting on any protective provisions that were submitted by the Applicant at Deadline 8.

A copy of the Applicant's submission was shared with ESPL following Deadline 8, and was published yesterday (15th September) on the Planning Inspectorate website [REP8-039]. This included a set of protective provisions at Appendix 1.

In the very limited time available, ESPL has reviewed the protective provisions and the supporting justification by the Applicant. Its response is set out in the attached document. This document also includes, at Appendix 1, a track change version of ESPL's final protective provisions against those submitted by the Applicant at Deadline 8. A clean copy of ESPL's protective provisions is included at Appendix 2. We have also

attached a Word copy of the clean copy of ESPL's Protective Provisions in case that assists the Examining Authority.

For the foregoing reasons, and noting today (16 September) is the final day of the Examination, ESPL kindly requests that the Examining Authority accepts the attached submission into the Examination.

We would be grateful for your early acknowledgment of this email.

Kind regards

[Redacted]

[Redacted] | Associate | Planning and Infrastructure Consenting | Eversheds
Sutherland

[Redacted]

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Eversheds Sutherland

Helping our clients, our people and our communities to thrive



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FAO: eastparkenergyproject@planninginspectorate.gov.uk

Application Reference: EN010141

Date: 16 September 2026

Dear Mr Graham Sword,

**EATON SOCON POWER LIMITED – RESPONSE TO THE APPLICANT’S DEADLINE 8
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**] (the **Relevant Representation**), ESPL submitted its Deadline 6 Submission on 18 August 2026 [**REP6-072**] (**ESPL’s D6 Submission**) and its Deadline 8 Submission on 11 September 2026 [**REP8-047**] (**ESPL’s D8 Submission**), in which ESPL confirmed its objection and submitted protective provisions for the benefit of ESPL. The **ESPL D8 Protective Provisions** are included at Schedule 1 of that submission.
- 1.3 At Deadline 8, the Applicant submitted (on a without prejudice basis) a set of protective provisions for the benefit of ESPL (the **Applicant’s D8 Protective Provisions**), contained in Appendix 1 of its response to the Rule 17 Request [**REP8-039**]. This was the first time in the course of the examination that the Applicant had submitted protective provisions for the benefit of ESPL to be included on the face of the Development Consent Order. Otherwise the Applicant has maintained that the general provisions in Part 1 of Schedule 13 of the draft DCO were sufficient to protect ESPL.

- 1.4 In the interests of procedural fairness, ESPL had expressly reserved its position in respect of any protective provisions the Applicant submitted at Deadline 8, as ESPL had not been given sight of those provisions prior to making its own Deadline 8 Submission.
- 1.5 This submission responds to the Applicant's D8 Protective Provisions ahead of the close of the examination on 16 September 2026. This submission is accompanied by two appendices:
- (a) **Appendix 1** (ESPL Protective Provisions track changed against Applicant D8 Protective Provisions) — a comparison showing the Applicant's D8 Protective Provisions against the final ESPL Protective Provisions that ESPL requires, to assist the Examining Authority in identifying the differences between the parties' respective positions. Highlighted text in this Appendix indicates additional changes required by ESPL, as set out in this submission. Otherwise the changes indicate reinstatement of ESPL's Protective Provisions as set out in the ESPL D8 Protective Provisions.
 - (b) **Appendix 2** (ESPL Protective Provisions — 16 September 2026) — the final version of the protective provisions that ESPL requires to be included on the face of the Order, taking account of ESPL's responses to the Applicant's D8 Protective Provisions set out in this submission.
- 1.6 This submission is made without prejudice to any discussions between ESPL and the Applicant, that may or may not now take place, on any potential alternative arrangements to protect ESPL's interests.

2. SIGNIFICANCE OF THE APPLICANT'S D8 SUBMISSION

- 2.1 ESPL notes and welcomes the fact that the Applicant has, for the first time, provided protective provisions for the benefit of ESPL to be included on the face of the Order. This is a departure from the Applicant's sole previous position that Part 1 of Schedule 13 was adequate to protect ESPL.
- 2.2 The Applicant's D8 Protective Provisions are based on ESPL's own draft protective provisions submitted at Deadline 6 [**REP6-072**] and maintained at Deadline 8, confirming that ESPL's drafting has been the foundation for the protective provisions under discussion.
- 2.3 Despite the Applicant's stated position that bespoke protective provisions are "*not required*", the Applicant has nevertheless prepared a substantive set of bespoke provisions. This would appear to be indicative that the Applicant itself recognises the inadequacy of the Part 1 protections or, at the very least, serves to demonstrate that the Applicant is capable of doing more to address ESPL's legitimate concerns (whilst retaining a deliverable scheme and facilitating co-existence).

3. ESPL'S CONTINUED POSITION

- 3.1 ESPL confirms and reinforces its position as set out in its Relevant Representation [**RR-329**], Deadline 6 Submission [**REP6-072**], and Deadline 8 Submission
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[**REP8-047**] that protective provisions for its benefit are necessary and must be included in any DCO made for the East Park Project.

- 3.2 ESPL is a statutory undertaker with an electricity generation licence granted by Ofgem on 22 June 2026. The ESPL Project is a co-located 49.9MW solar park and 100MW battery energy storage system at an advanced stage of construction, with partial energisation due in October 2026.
- 3.3 The interface between the two projects — directly adjacent major energy infrastructure sharing a grid connection corridor into the same substation — necessitates bespoke protective provisions, consistent with recent DCO precedent including the Cottam Solar Project Order 2024, Tillbridge Solar Order 2025, and West Burton Solar Project Order 2025.

4. AREAS WHERE ESPL ACCEPTS THE APPLICANT'S POSITION

- 4.1 ESPL has carefully considered the Applicant's D8 Protective Provisions and, in the spirit of cooperation and to assist the Examining Authority, has identified a number of areas in which it can accept the Applicant's position or proposed amendments. These are set out below.
 - (a) **DCO SI Drafting Amendments:** ESPL accepts the various amendments to align terminology with DCO Statutory Instrument drafting conventions, including: replacing "these Protective Provisions" with "this Part of this Schedule"; amending defined terms to use lowercase (e.g. "acceptable credit provider", "acceptable insurance", "commence", "Eaton Socon substation", "ESPL grid connection", "ESPL planning permissions", "ESPL project"); deleting the standalone definition of "Protective Provisions"; and related cross-referencing and renumbering changes. These are non-substantive drafting changes.
 - (b) **Approval and Notice Periods:** ESPL accepts the reduction of the plan approval period in paragraph 6(1) (retained apparatus) from 56 days to 42 days and the notice period in paragraph 7(1) (removal of apparatus) from 56 days to 42 days. ESPL also accepts the addition of the words "in the exercise of the powers of the Order" in paragraph 5(1) (acquisition of land) as a reasonable clarification.
 - (c) **Emergency Works:** ESPL accepts the addition of a new sub-paragraph 7(2) permitting the undertaker to commence emergency works in respect of removal of apparatus as soon as reasonably practicable after giving notice to ESPL without prior approval of plans by ESPL. However, this is already included under paragraph 6, where it is appropriate given it is an exception to the approval of works plans.
 - (d) **Insurance:** ESPL accepts the Applicant's amendments to paragraph 9(7) (insurance), including: (i) the deletion of "(and must not permit the commencement of construction of any specified works)" as this is captured by the opening restriction on the undertaker; and (ii) the deletion of "from the proposed date of commencement" on the basis that the requirement to maintain insurance for the entire construction period is sufficiently clear
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without this additional wording. ESPL accepts the deletion of the former paragraph 10(8) (requiring the undertaker to remain responsible where a contractor has provided insurance) on the basis that paragraph 9(7) (as renumbered) is a sufficiently clear and enforceable obligation on the undertaker.

- (e) **Indemnity Payment Period:** ESPL accepts the amendment from “30 days” to “45 working days” for the payment of invoices or claims under the indemnity provision in paragraph 9(1)(a).
- (f) **Definition of Specified Works:** ESPL accepts the deletion of the express reference to Work No. 4 from the definition of “specified works”, on the basis that the operative limbs (a) (10 metre proximity) and (b) (adverse effect) are sufficient to capture the relevant works. However, ESPL does not accept the deletion of the words “or otherwise” from limbs (a) and (b) of the definition (see paragraph 5.1 below).
- (g) **Approval of Plans for Specified Works:** ESPL accepts the deletion of the words “on land acquired or held by ESPL or land in which ESPL has any right or interest” from paragraph 6(1) (retained apparatus).
- (h) **Indemnity Costs Qualifier:** ESPL accepts the addition of the words “reasonably and properly” in paragraph 9(1)(b) (indemnity) to qualify the costs incurred by or recovered from ESPL.
- (i) **Code of Practice:** ESPL accepts the replacement of “code of practice issued by ESPL” with “applicable British Standard Code of Practice” in paragraph 6(4), subject to the inclusion of wording that permits ESPL to provide its own code of practice, with the British Standard applying as a backstop in the event ESPL does not provide one.

5. AREAS WHERE ESPL’S DRAFTING MUST BE USED

5.1 Notwithstanding the areas of agreement above, there remain a number of critical points on which ESPL cannot accept the Applicant’s drafting. ESPL’s position on each is set out below, together with its response to the Applicant’s justifications in Appendices 2 and 3 of the Applicant’s Rule 17 Response [**REP8-039**].

- (a) **Definition of ESPL:** ESPL’s D8 Protective Provisions include the words “and any successor in title or function to the ESPL Project” in the definition of “ESPL”. ESPL requires this wording to be included. It is necessary to ensure that the protective provisions continue to apply in the event that the ESPL Project is transferred to or taken over by another entity. Without it, the protections could fall away on a transfer of ESPL’s interests, leaving the ESPL Project unprotected. ESPL notes that this point is addressed in the ESPL definition rather than in the definition of “apparatus” therefore ESPL accepts the deletion of “or its successors” from the apparatus definition on the basis that the successor point is properly addressed through the ESPL definition.
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- (b) **Definition of Apparatus:** The Applicant has added a proviso to the definition of apparatus: "provided at all times that any such apparatus must belong to or be maintained by ESPL for the purposes of the ESPL project only". ESPL accepts the additional wording in principle, but does not accept the word "only". The inclusion of "only" creates a risk that apparatus forming part of the ESPL grid connection infrastructure that may be shared with or interfaces with other infrastructure could be excluded from the scope of the protective provisions. Given that the ESPL grid connection will connect to the Eaton Socon substation — which is National Grid Electricity Transmission (**NGET**) infrastructure — there will inevitably be interface infrastructure. Excluding apparatus which may be shared from protection is not a reasonable position. ESPL's position is that the proviso should read "provided at all times that any such apparatus must belong to or be maintained by ESPL for the purposes of the ESPL project", without the word "only".
- (c) **Definition of ESPL Grid Connection:** The Applicant has replaced ESPL's reference to "any cable easement route for which ESPL holds rights" with a specific reference to "the cable easement option" (defined by reference to the option agreement dated 30 July 2024 as varied on 13 June 2025). ESPL accepts the inclusion of the "cable easement option" definition and the related definitions of "main site land" and "main site lease". However, ESPL does not accept that the ESPL grid connection definition should be limited to the cable easement option alone. ESPL proposes that the definition of "ESPL grid connection" should refer to "any cable easement route for which ESPL holds the cable easement option or other replacement rights for that cable connection". This formulation acknowledges the specific instrument identified by the Applicant whilst ensuring that any replacement or successor rights relating to the cable connection are also protected. Limiting protection on the face of the Order to a single instrument is unnecessary and potentially prejudicial if that instrument is varied or replaced.
- (d) **Definition of ESPL Planning Permissions:** The Applicant has deleted the standard wording capturing amendments and variations to planning permissions from the definition of "ESPL Planning Permissions". The Applicant's justification — concern that an amendment could vary the project "to such a degree" that the definition no longer applies — is not relevant or rational. Amendments to planning permissions may be required in the course of development. Plainly if any change was "to such a degree" that it materially changed the project then by definition that would require a fresh planning application, and thus not benefit from the protections. This wording is standard and is required to ensure that a varied or amended planning permission for the ESPL Project remains captured by the definition. Without it, a non-material amendment to the planning permission could inadvertently take the ESPL Project outside the scope of the protective provisions.
- (e) **Acquisition of Land:** The Applicant has introduced a new sub-paragraph 5(2) which provides that the restriction on compulsory acquisition in sub-
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paragraph (1) "does not apply" where the undertaker wishes to exercise powers over the East Park connection route or the access track "subject to any interest held by ESPL". ESPL does not accept this carve-out, for the following reasons.

- (i) First, the phrase "subject to any interest held by ESPL" is fundamentally ambiguous. This is an absolutely critical provision of the protective provisions and the Applicant has introduced vague and undefined language. There is no definition of what it means for acquisition to be taken "subject to" ESPL's interest, and no mechanism to ensure that this is achieved in practice without an approval process — which is already captured in sub-paragraph (1) without this carve-out.
 - (ii) Second, the Applicant's submission indicates that sub-paragraph (2) will provide a restraint on compulsory acquisition where the Applicant determines there is serious detriment. However, this is (a) a completely unilateral decision for the Applicant, and (b) the Applicant is thereby adopting the position of the Secretary of State in taking control of deciding where there is or is not serious detriment to ESPL. That is a matter for the decision-maker now on the DCO in determining whether to grant the compulsory acquisition powers, not for the Applicant to determine for itself following the grant of those powers.
 - (iii) Third, the relevant land may already be in use by ESPL and could be under construction at the same time as the Applicant's works. It would be highly disruptive and unnecessarily introduce risk to both projects for the Applicant to unilaterally exercise compulsory acquisition or temporary possession powers. The Applicant argues that sub-paragraph (2) can only be used where there is no interference with ESPL's rights, but it is a carve-out from sub-paragraph (1) which itself only applies where there would be interference with ESPL's rights or interests.
 - (iv) Taken together, ESPL maintains that the exercise of compulsory acquisition powers over land in which it has an interest should be subject to its agreement. Precedent for this was included in ESPL's Deadline 8 Submission on 11 September 2026 [REP8-047] (ESPL's D8 Submission). It bears repeating that this is not a veto: ESPL must not unreasonably withhold its consent and the arbitration procedure is applicable to this provision. Furthermore ESPL would again emphasise that it supports the principle of the East Park Project and is satisfied that co-existence can be achieved (subject to appropriate protections sought herein).
 - (f) **Land Rights and Deeds of Consent:** The Applicant has replaced "authorised works" with "specified works" in paragraph 5(3) (as renumbered in the Applicant's draft). ESPL does not accept this. This paragraph deals with land rights, not apparatus. ESPL's land rights within the Order Land affected by the proposed development are not limited to
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land in which it has or will have apparatus. "Specified works" relates only to works which may affect apparatus (within 10 metres or adverse effect). "Authorised works" is the correct term to capture all works consented under the East Park DCO which may conflict with or breach the terms of ESPL's legal or land interests. The Applicant's justification that "specified works" is a simplification that fails to account for the fact that ESPL has land interests beyond the immediate vicinity of its apparatus.

- (g) **Removal and Replacement of Apparatus:** ESPL does not accept the deletion of the words "or otherwise" from limbs (a) and (b) of the definition of "specified works". The words "or otherwise" are necessary to ensure that the definition captures apparatus that has been removed other than at the requirement of the undertaker — for example, where ESPL itself determines that removal and replacement of its apparatus is necessary in consequence of the specified works. ESPL further notes that the current drafting of paragraph 6 (retained apparatus) does not expressly provide for ESPL to require removal and replacement of its own apparatus where this is reasonably necessary in consequence of the specified works. ESPL considers that paragraph 6(5) should be amended to expressly provide for ESPL to require removal and replacement of apparatus where reasonably required, with paragraph 7 applying to any such removal as if the undertaker had required it. A consequential amendment is also required to paragraph 7(3) to refer to undertaking of the removal works by the undertaker "unless otherwise agreed with ESPL". This is a reasonable and necessary addition to ensure that ESPL has the ability to protect its apparatus.
 - (h) **Deemed Approval Period:** Paragraph 6(7)(b) provides that approval is deemed to have been given if ESPL has not responded within 28 days. This is inconsistent with the 42-day plan approval period in paragraph 6(1). The deemed approval period in paragraph 6(7)(b) should be amended to 42 days to ensure consistency with the overall approval timeframe.
 - (i) **Efficient Operation of Apparatus:** The Applicant has amended paragraph 6(3) to require that ESPL's modifications ensure only the "safe operation" of apparatus, deleting the reference to "efficient" operation. ESPL does not accept this. The ESPL Project is important net zero infrastructure, and the efficiency of its apparatus must be maintained to continue to support the Government's net zero objectives — objectives which the East Park Project itself is also aimed at delivering. The delivery of the East Park Project should not reduce the efficient operation of other developments contributing to the same net zero goals. The wording "safety and efficient operation" is standard in protective provisions of this nature. The Applicant's justification — that "efficient" operation is too low a bar and issues of efficiency should be a point of compensation — misunderstands the purpose of the provision, which is preventative: it is designed to ensure that ESPL can direct modifications to avoid loss of efficiency in the first place, rather than having to seek compensation after the event.
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- (j) **Independent Engineering Assessment:** The Applicant has deleted paragraph 6(9) in its entirety. This paragraph provides that where the undertaker's grid connection works cross or are within 10 metres of ESPL's apparatus, and ESPL is not satisfied with the information provided, ESPL may require the undertaker to commission an independent engineering assessment and implement mitigation measures. ESPL requires this to be retained. The Applicant's justification — that an independent engineering assessment is "entirely disproportionate" and that ESPL should instead refer any dispute to arbitration — is wholly inadequate. The purpose of this provision is that the cost and burden of the assessment should fall on the Applicant where the need arises from its proposed works in proximity to ESPL apparatus, and the output of the independent assessment identifies mitigation measures that the Applicant commits to providing. Without this, there is no mechanism to ensure that identified mitigations are actually implemented. Referring the matter to arbitration after works have been carried out could be too late — damage to ESPL's apparatus may already have occurred. This is a forward-looking protective measure, not a dispute resolution mechanism.
- (k) **Expenses:** The Applicant has significantly curtailed the expenses provision by: (i) deleting the 30-day payment timeline; (ii) replacing "in connection with" with "incidental to" (a narrower formulation); (iii) deleting the express reference to "relaying or replacing" and "alternative apparatus"; and (iv) deleting the entire itemised list of cost categories at sub-paragraphs (a) to (h). The Applicant has also replaced "authorised development" with "specified works", narrowing the scope of recoverable expenses. ESPL does not accept these amendments. The Applicant has given no justification for these changes which weaken the protection afforded to ESPL. The itemised list provides clarity (without limitation) on the types of costs captured, minimising the risk of dispute. The use of "authorised works" (rather than "specified works") is necessary to capture works on land in which ESPL has an interest where ESPL may be exercising rights pursuant to construction and maintenance of its apparatus, such as access. In such circumstances, any costs incurred by ESPL in amending or modifying ESPL's arrangements to accommodate the authorised works should be borne by the undertaker. ESPL further requires that paragraph 8(4) be deleted. Paragraph 8(4) provides for a reduction in expenses payable to ESPL where apparatus is placed in substitution for apparatus placed more than 7 years and 6 months earlier. ESPL is currently installing its apparatus and accordingly this provision is not relevant to the ESPL Project. Its inclusion serves no purpose and should be removed. The Applicant has previously been informed of ESPL's position on this matter.
- (l) **Indemnity:** The Applicant has replaced "indemnify" with "reimburse" and deleted the reference to ESPL becoming liable to any third party in paragraph 9(1)(b). ESPL does not accept either change. "Indemnify" is the legally correct term for this type of protection. The Applicant has provided no justification for changing to "reimburse", which carries a different and narrower legal meaning. The deletion of the reference to third party
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liability removes an important head of recovery and could create scope for the Applicant to delay and dispute costs actually incurred by ESPL in consequence of the East Park DCO.

- (m) **Insurance:** The Applicant has deleted the requirement for insurance to be 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". This limits the insurance obligation to the construction period of specified works only, removing the requirement for insurance to be maintained during operation and maintenance. ESPL does not accept this limitation. Whilst the indemnity provisions in paragraph 9 extend to the use, maintenance and operation of the authorised works, ESPL's position is that insurance must be maintained during both construction and during periods of any operational or maintenance works that constitute specified works. The insurance backing ensures that the indemnity protection is not merely theoretical and that ESPL is not left to pursue an uninsured claim against the undertaker during the operational phase when risks, though potentially lower than during cable installation, remain material. Furthermore, ESPL requires that paragraph 9(7) be amended to provide that the undertaker must not commence construction of any specified works "or commence any other part of the authorised development on any land either owned or leased by ESPL or in respect of which ESPL has an easement, wayleave or the cable easement option, or any other interest" unless acceptable insurance has been procured. This additional wording is necessary to ensure that the insurance requirement properly reflects and supports the scope of the indemnity, which extends to all authorised works on land in which ESPL has an interest, not merely specified works within 10 metres of apparatus. ESPL has previously conveyed its position to the Applicant on this wording, and has updated the protective provisions to account for this.
- (n) **Arbitration:** ESPL does not accept the deletion of the former paragraph 14(2) (renumbered now to paragraph 13(2)) (the carve-out from arbitration for disputes arising under paragraphs 6(1) and 7(1)). Disputes concerning approvals of works in close proximity to its apparatus or which may adversely affect it or for the removal of its apparatus require ESPL to take a view on the safety of its apparatus and operations and should not be subject to arbitration.

6. CONCLUSION

- 6.1 ESPL does not object in principle to the East Park Project. ESPL has at all times sought to engage constructively with the Applicant. This submission further demonstrates ESPL's cooperative approach: ESPL has identified multiple areas in which it can accept the Applicant's position, and has done so willingly despite the very limited time available to consider the Applicant's provisions.
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- 6.2 However, the points identified in Section 5 above are fundamental to ensuring adequate protection for the ESPL Project. These are not cosmetic or drafting preferences — they go to the substance of the protections required to safeguard a major electricity generation project and its grid infrastructure that is already under construction and approaching energisation.
- 6.3 ESPL requests that the Examining Authority and Secretary of State include the protective provisions in Appendix 2, reflecting ESPL's position on the matters identified in Sections 4 and 5, in any DCO granted for the East Park Project, such that the Secretary of State can be satisfied that the legal requirements for compulsory acquisition, including the requirements under sections 127 and 138 of the Planning Act 2008, are met.
- 6.4 ESPL reserves its position in respect of any further submissions by the Applicant.

Yours sincerely

Eversheds Sutherland (International) LLP

16 September 2026

APPENDIX 1

ESPL Protective Provisions track changed against Applicant D8 Protective Provisions

PROTECTIVE PROVISIONS

FOR THE PROTECTION OF EATON SOCON POWER LIMITED

Application

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

Interpretation

2. In this Part of this Schedule —

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

“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;

“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;

~~**“access track”** means the access track within land plot 14-9 as shown in the land plan;~~

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by ESPL for the purposes of the ESPL project, together with any replacement apparatus and such other apparatus constructed pursuant to this Part of this Schedule that becomes operational apparatus of ESPL 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 provided at all times that any such apparatus must belong to or be maintained by ESPL for the purposes of the ESPL project ~~only~~;

"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 this Part 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;

"cable easement option" means the option agreement dated 30 July 2024 (as varied on 13 June 2025) giving ESPL a right to call for a deed of grant for a cable easement between the south eastern area of the main site land and the Eaton Socon substation;

"commence" and **"commencement"** in this Part of this Schedule includes any below ground surveys and associated monitoring, ground work operations or the erection of construction plant and equipment;

~~**"East Park connection route"** means the land in plots 14 2; 14 3; 14 4; 14 5; 14 6; 14 7; 14 8; 14 9; 14 10; 14 11; 14 12; 14 13; 14 14; 14 15; 14 16; 14 17; 14 18; 14 19; 14 20 as shown in the land plan;~~

"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 or other replacement rights for that cable connection 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: construct, use, repair, alter, inspect, renew or remove the apparatus;

"main site land" means the land that is the subject of the main site lease;

"main site lease" means the lease dated 21 August 2025 granted to ESPL in respect of the land upon which the solar panels, BESS and ancillary infrastructure is to be sited;

"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;

"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 or otherwise; and/or

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

On Street Apparatus

3. Except for paragraphs 6 (*retained apparatus*), and 9 (*indemnity*) of this Part 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 this Part 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, ~~but subject to sub-paragraph (2)~~ the undertaker may not, in the exercise of the powers of the Order—

(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, other interest or right and/or apparatus of ESPL,

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

~~(2) Sub-paragraph (1) does not apply where the undertaker wishes to exercise powers of compulsory acquisition of land or powers of temporary possession over the East Park~~

~~connection route or the access track where such acquisition of temporary possession would be taken subject to any interest held by ESPL.~~

(32) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the ~~specified~~authorised works (or in such other timeframe as may be agreed between ESPL and the undertaker) that is subject to the requirements of this Part 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.

(43) 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 this Part 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 this Part are to prevail.

(54) Any agreement or consent granted by ESPL under paragraph 6 (*retained apparatus*) or any other paragraph of this Part 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, 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 42 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 ~~safe~~safety and efficient operation of the apparatus and the continuity of their 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, or otherwise any applicable

British Standard Code of Practice if a code of practice is not 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- including the removal and replacement of apparatus where reasonably required by ESPL. Where ESPL requires the removal and replacement of apparatus under this sub-paragraph, paragraph 7 shall apply as if the undertaker required removal of the apparatus.

(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~~42 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~~ ~~(7)~~sub-paragraphs (5) and (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 42 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 42 days.

~~(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.~~

(32) Where ESPL approves the works for removal of the apparatus and provision of alternative apparatus, the undertaker shall undertake the approved works unless otherwise agreed with ESPL. 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.

(43) 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 13 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.

(54) 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.

(65) 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 this Part of this Schedule or the powers under the Order.

Expenses

8. (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 ~~incidental to~~ 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 ~~specified works~~ 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 13 (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.~~

(54) 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

9. (1) If, in consequence of the construction of any works authorised by this Part 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 this Part 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 45 working 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) ~~reimburse~~indemnify ESPL for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs reasonably and properly 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 this Part 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 (*consent to transfer 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 this Part 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 [or commence any other part of the authorised works on any land either owned or leased by ESPL or in respect of which ESPL has an easement, wayleave or the cable easement option, or any other interest](#) unless and until ESPL is satisfied acting reasonably that the undertaker has first procured 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 [or authorised works](#)) and ESPL has confirmed its satisfaction in writing.

Enactments and agreements

10. Save to the extent provided for to the contrary elsewhere in this Part or by agreement in writing between ESPL and the undertaker, nothing in this Part 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

11. (1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or ESPL requires the removal of apparatus or ESPL makes requirements for the protection or alteration of apparatus under paragraph 6 (*retained apparatus*), the undertaker must use its reasonable endeavours to co-ordinate the execution of any works (which are subject to this Part) 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

12. 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

13. (1) Subject to sub-paragraph (2), any difference or dispute arising between the undertaker and ESPL under this Part 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

14. 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.

APPENDIX 2

ESPL Protective Provisions — 16 September 2026

PROTECTIVE PROVISIONS

FOR THE PROTECTION OF EATON SOCON POWER LIMITED

Application

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

Interpretation

2. In this Part of this Schedule —

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

“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;

“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 for the purposes of the ESPL project, together with any replacement apparatus and such other apparatus constructed pursuant to this Part of this Schedule that becomes operational apparatus of ESPL 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 provided at all times that any such apparatus must belong to or be maintained by ESPL for the purposes of the ESPL project;

"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 this Part 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;

"cable easement option" means the option agreement dated 30 July 2024 (as varied on 13 June 2025) giving ESPL a right to call for a deed of grant for a cable easement between the south eastern area of the main site land and the Eaton Socon substation;

"commence" and **"commencement"** in this Part of this Schedule 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 or other replacement rights for that cable connection, 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: construct, use, repair, alter, inspect, renew or remove the apparatus;

"main site land" means the land that is the subject of the main site lease;

"main site lease" means the lease dated 21 August 2025 granted to ESPL in respect of the land upon which the solar panels, BESS and ancillary infrastructure is to be sited;

"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;

"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 or otherwise; and/or

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

On Street Apparatus

3. Except for paragraphs 6 (*retained apparatus*), and 9 (*indemnity*) of this Part 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 this Part 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, in the exercise of the powers of the Order—

(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, other 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 this Part 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 this Part 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 this Part are to prevail.

(4) Any agreement or consent granted by ESPL under paragraph 6 (*retained apparatus*) or any other paragraph of this Part 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, 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 42 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 their 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, or otherwise any applicable British Standard Code of Practice if a code of practice is not 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 including the removal and replacement of apparatus where reasonably required by ESPL. Where ESPL requires the removal and replacement of apparatus under this sub-paragraph, paragraph 7 shall apply as if the undertaker required removal of the apparatus.

(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 42 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-paragraphs (5) and (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 42 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 42 days.

(2) Where ESPL approves the works for removal of the apparatus and provision of alternative apparatus, the undertaker shall undertake the approved works unless otherwise agreed with ESPL. 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 13 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.

(4) 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.

(5) 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 this Part of this Schedule or the powers under the Order.

Expenses

8. (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 13 (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 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

9. (1) If, in consequence of the construction of any works authorised by this Part 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 this Part 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 45 working 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 reasonably and properly 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 this Part 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 (*consent to transfer 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 this Part 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 or commence any other part of the authorised works on any land either owned or leased by ESPL or in respect of which ESPL has an easement, wayleave or the cable easement option, or any other interest unless and until ESPL is satisfied acting reasonably that the undertaker has first procured 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 or authorised works) and ESPL has confirmed its satisfaction in writing.

Enactments and agreements

10. Save to the extent provided for to the contrary elsewhere in this Part or by agreement in writing between ESPL and the undertaker, nothing in this Part 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

11. (1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or ESPL requires the removal of apparatus or ESPL makes

requirements for the protection or alteration of apparatus under paragraph 6 (*retained apparatus*), the undertaker must use its reasonable endeavours to co-ordinate the execution of any works (which are subject to this Part) 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

12. 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

13. (1) Subject to sub-paragraph (2), any difference or dispute arising between the undertaker and ESPL under this Part 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

14. 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.

PROTECTIVE PROVISIONS

FOR THE PROTECTION OF EATON SOCON POWER LIMITED

Application

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

Interpretation

2. In this Part of this Schedule —

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

“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;

“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 for the purposes of the ESPL project, together with any replacement apparatus and such other apparatus constructed pursuant to this Part of this Schedule that becomes operational apparatus of ESPL 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 provided at all times that any such apparatus must belong to or be maintained by ESPL for the purposes of the ESPL project;

"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 this Part 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;

"cable easement option" means the option agreement dated 30 July 2024 (as varied on 13 June 2025) giving ESPL a right to call for a deed of grant for a cable easement between the south eastern area of the main site land and the Eaton Socon substation;

"commence" and **"commencement"** in this Part of this Schedule 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 or other replacement rights for that cable connection, 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: construct, use, repair, alter, inspect, renew or remove the apparatus;

"main site land" means the land that is the subject of the main site lease;

"main site lease" means the lease dated 21 August 2025 granted to ESPL in respect of the land upon which the solar panels, BESS and ancillary infrastructure is to be sited;

"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;

"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 or otherwise; and/or

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

On Street Apparatus

3. Except for paragraphs 6 (*retained apparatus*), and 9 (*indemnity*) of this Part 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 this Part 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, in the exercise of the powers of the Order—

(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, other 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 this Part 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 this Part 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 this Part are to prevail.

(4) Any agreement or consent granted by ESPL under paragraph 6 (*retained apparatus*) or any other paragraph of this Part 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, 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 42 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 their 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, or otherwise any applicable British Standard Code of Practice if a code of practice is not 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 including the removal and replacement of apparatus where reasonably required by ESPL. Where ESPL requires the removal and replacement of apparatus under this sub-paragraph, paragraph 7 shall apply as if the undertaker required removal of the apparatus.

(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 42 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-paragraphs (5) and (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 42 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 42 days.

(2) Where ESPL approves the works for removal of the apparatus and provision of alternative apparatus, the undertaker shall undertake the approved works unless otherwise agreed with ESPL. 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 13 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.

(4) 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.

(5) 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 this Part of this Schedule or the powers under the Order.

Expenses

8. (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 13 (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 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

9. (1) If, in consequence of the construction of any works authorised by this Part 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 this Part 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 45 working 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 reasonably and properly 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 this Part 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 (*consent to transfer 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 this Part 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 or commence any other part of the authorised works on any land either owned or leased by ESPL or in respect of which ESPL has an easement, wayleave or the cable easement option, or any other interest unless and until ESPL is satisfied acting reasonably that the undertaker has first procured 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 or authorised works) and ESPL has confirmed its satisfaction in writing.

Enactments and agreements

10. Save to the extent provided for to the contrary elsewhere in this Part or by agreement in writing between ESPL and the undertaker, nothing in this Part 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

11. (1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or ESPL requires the removal of apparatus or ESPL makes

requirements for the protection or alteration of apparatus under paragraph 6 (*retained apparatus*), the undertaker must use its reasonable endeavours to co-ordinate the execution of any works (which are subject to this Part) 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

12. 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

13. (1) Subject to sub-paragraph (2), any difference or dispute arising between the undertaker and ESPL under this Part 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

14. 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.