

Our Ref: EN010141/DR/8.83

16 September 2026

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Application Reference: EN010141

Applicant Cover Letter for Post Deadline 8 Submission

I write on behalf of BSSL Cambsbed 1 Ltd (the 'Applicant') to provide an update on the deposit location that will be used for documents that would be certified under Article 39 (Certification of plans, etc.) of the Order if it is granted.

This letter also sets out some brief comments from the Applicant on the submissions made on behalf of Eaton Socon Power Limited and PS Manor Farm Solar Ltd (dated 16 September 2026 respectively) that have been accepted into the Examination as additional submissions and uploaded to the Planning Inspectorate website today.

For completeness, the Applicant would suggest that the acceptance by the ExA of this submission on the final day of Examination, outside of an official deadline, is highly irregular and is to the clear detriment of the Applicant who as a matter of convention should be given the opportunity for the final say on matters relating to its application. Nonetheless, the Applicant has set out a number of observations in sections 2 and 3 of this letter using the brief time remaining to it in the Examination. Given that the Applicant has not been afforded sufficient time to review and respond to these late submissions in detail the Applicant would like to be clear that where the Applicant has not responded to any item raised in a submission, that omission should **not** be regarded as tacit acceptance.

1. Deposit location

In respect of the deposit location for certified documents, it has been agreed that Huntingdonshire District Council will host these documents at their offices at Huntingdonshire District Council, Pathfinder House, St Mary's Street, Huntingdon, PE29 3TN and the Explanatory Note contained in the draft Order has been updated accordingly.

This minor change is the only one that has been made to the draft Order; however, the Applicant has prepared and submitted a full suite of supporting documents, including an updated Schedule of Changes to the Draft Development Consent Order for completeness. Details of the revised documents can be found in section 4 of this letter.

2. Comments on additional submission made on behalf of Eaton Socon Power Limited (ESPL) (dated 16 September 2026)

As detailed above, the Applicant has, in the brief time available to it, reviewed the submission of ESPL published on the Planning Inspectorate website (which the Applicant was notified at 4:20pm) and has the following observations to raise. As noted above where the Applicant has not responded to any item raised in a submission, that omission should **not** be regarded as tacit acceptance.

The without prejudice nature of the protective provisions submitted by the Applicant at Deadline 8

The Applicant's key concern is in relation to paragraph 2.3 of ESPL's submission.

Here, the suggestion by ESPL's solicitors that the Applicant's submission of a **without prejudice** set of protective provisions "*would appear to be indicative that the Applicant itself recognises the inadequacy of the Part 1 protections*" is to wilfully ignore the nature of the Applicant's submission at Deadline 8.

The Applicant's Response to the Rule 17 Request **[REP8-039]**, submitted at Deadline 8, makes clear that its continued position is that Part 1 of Schedule 13 to the draft DCO **[REP8-006]** remains an appropriate set of provisions to protect the interests of ESPL given the precise nature of the interaction. The Applicant provided without prejudice protective provisions purely as a measure to assist the ExA should the ExA or the Secretary of State disagree with the Applicant. Any suggestion by ESPL's solicitors that

this provision of without prejudice provisions generates an “apparition” of the nature described is to deliberately misinterpret the Applicant’s position and potentially mislead the ExA. The Applicant rejects any such suggestion in the strongest terms.

The Applicant maintains its position that Part 1 of Schedule 13 to the draft DCO **[REP8-006]** remains an appropriate set of provisions to protect the interests of ESPL given the precise nature of the interaction. However, the Applicant has set out some initial observations on ESPL’s specific submissions below.

Comments on specific matters raised in ESPL’s submission

In relation to 5.1(c), ESPL argue for the protective provisions to apply to land not held by ESPL at the time of the grant of the Order. This is contrary to the intention and wording on section 127 and 138 Planning Act 2008 which relates to land that “has been acquired” or land that “is used”, or where a relevant right “subsists” or “there is” apparatus on land. The language of section 127 and 138 is clear that the protections apply to interests held as at determination of the Order. The Secretary of State is not required to provide protection for unknown future rights. This submission therefore is not justified.

In relation to 5.1(e)(i), the argument that “subject to” is vague and undefined is an assertion of opinion and not fact, although the Applicant would note that the phrase “subject to” is used some 118 times throughout the Order. There is a suggestion that there needs to be an approval mechanism to prevent the Applicant from exercising the Order contrary to its terms. This is not justified. In the same way that the Applicant would not be able to acquire the interests of any person where that would be contrary to the terms of the Order, the Applicant would not be able to acquire the interests of ESPL contrary to the proposed wording without risking breach of the Order which carries a criminal liability. The Order does not work on the basis that some arbiter must authorise any action of the Applicant lest that action be contrary to its terms. In this way, the Applicant disagrees with 5.1(e)(ii). The Order clearly restricts the Applicant’s ability to acquire without ESPL’s approval, unless that acquisition is subject to ESPL’s interests. Secondly, in relation to 5.19(e)(ii) there is an embedded assumption in ESPL’s submission that any acquisition of their interests would result in a serious detriment to their undertaking, which is not demonstrated. The Applicant is not “*adopting the position of the Secretary of State in taking control of deciding where there is or is not serious detriment to ESPL*” which is a

clear mis-characterisation of the drafting. Where the Applicant acquires subject to ESPL's interests, there cannot be a serious detriment. There is no drafting in the provisions that gives the Applicant any discretion to decide what is or is not a serious detriment. The provision provides a binary route to acquisition based on the facts of the acquisition proposed by the Applicant. In relation to paragraph 5.1(e)(iii), the Applicant's position is that if it were to acquire "unilaterally" then it could only do that subject to ESPL's interests and if its rights are taken subject to ESPL's interests, then the Applicant does not see how that could be "highly disruptive", as ESPL would continue to have the ability to exercise its own rights.

In relation to 5.1(f), ESPL has failed to explain how the "land interests beyond the immediate vicinity of its apparatus" relate to the carrying on of its undertaking and would therefore require protection pursuant to sections 127 and 138 Planning Act 2008.

In relation to 5.1(g), ESPL have suggested further amendments to their own protective provisions they submitted at Deadline 6, by stating *"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."* The Applicant contends that these further amendments demonstrate the unreasonableness of ESPL's submission, that on the final day of examination they would be introducing refinements to their own request. The wording is not required, and not necessary. Where removal is necessary, that would be clear at that time and comprised within the Applicant's duty to take all steps necessary to protect ESPL's apparatus from damage already contained within the relevant paragraph 6(5).

In relation to 5.1(h), again ESPL are making representations that purport to correct the Applicant's position despite the drafting of 28 days being included in ESPL's drafting submitted into Deadline 6.

In relation to 5.1(i), ESPL's position relies on a presumption section 127 and 138 establish a level of protection equivalent to no detriment. This is not the test. Statute protects ESPL

from “serious detriment”. ESPL’s concerns relating to efficiency do not adequately demonstrate that loss of efficiency, rather than safety, would result in “serious detriment”.

In relation to 5.1(j), ESPL’s position appears to suggest that the information provided to ESPL pursuant to paragraph 6 would not be generated by suitably qualified engineers which ESPL would be able to review and comment on, with the undertaker meeting their costs to do so pursuant to paragraph 8. ESPL state that without this definition that “there is no mechanism to ensure that identified mitigation are actually implements. Referring the matter to arbitration after works have been carried out could be too late”. This appears to ignore the drafting of paragraph 6(1) which explicitly restricts the undertaker from executing any specified works until ESPL has given its approval of plans for those works, and paragraph 6(3) which states that execution of specified works must only be in accordance with the approved plans.

In relation to 5.1(k), the Applicant would note in relation to the submission by ESPL that the wording around 7 years and 6 months being not relevant, that this wording appeared in ESPL’s deadline 6 submission. The Applicant does not see how this provision is not relevant. Whilst the ESPL Project is currently under construction, it is completely feasible that the Applicant could be building in excess of 7 years and 6 months after ESPL’s construction.

In relation to 5.1(m), ESPL argue that the Applicant has changed the duration for which insurance is required through amendments to the definition of “acceptable insurance”. The Applicant does not accept that it has amended the duration for which insurance is required. It has clarified drafting provided by ESPL at Deadline 6 which states at paragraph 9(7) that the undertaker would be required to main acceptable insurance for the entire construction period. The Applicant addressed an inconsistency in ESPL’s drafting where the definition of “acceptable insurance” provided otherwise and stated that it would need to be maintained in respect of any use and maintenance works which constituted specified works. The Applicant notes that ESPL have not addressed this inconsistency in paragraph 9(7). The Applicant notes also that ESPL have introduced further amendments to their Deadline 6 provisions by introducing a restriction that the undertaker cannot commence any authorised works on any land which ESPL own, lease, or in which ESPL have an easement wayleave or option without providing insurance. This provision was not

in ESPL's D6 submissions. The Applicant considers it entirely unreasonable that it should have to provide insurance for ESPL where they hold minor interests, but fundamentally does not consider it reasonable for ESPL to ask for such additional requests. Fundamentally, ESPL will have the benefit of indemnity provisions, the additional provision of insurance is justified where it can be directly related to apparatus and specified works as that would have a direct relationship to the carrying on of the ESPL Project, but it is not demonstrated that insurance is required to protect ESPL from serious detriment where ESPL only hold land. ESPL have not provided any connection between the anticipated damage they'd expect to need to rely on the indemnity for land which is not concerned by specified works.

In relation to paragraph 5.1(n), ESPL's argument for the provision of an absolute veto on the sign off of works is that these decisions "require ESPL to take a view on the safety of its apparatus". The Applicant does not consider that this is justification for a lack of recourse to arbitration. The fact that ESPL need to take a view on the safety of the apparatus is why ESPL are required to approve plans, but that fact does not generate some immunity to scrutiny, and an ability to operate outside of a independent industrial tribunal.

In summary, the Applicant's position remains that Part 1 provisions are adequate. The Applicant has provided without prejudice PPs to assist in the determination of the Order. The Applicant considers that the acceptance of ESPL's provisions into examination on the final day of examination has put the Applicant in a significant detrimental position. It has not been able to fully review and consider the drafting made by ESPL. In addition, ESPL have not restricted themselves to responding to the Applicant's deadline 8 without prejudice and have introduced further amendments to their own provisions submitted at Deadline 6, which is procedurally unjustified. If ESPL wanted this wording considered in examination they should have provided it at a recognised deadline, earlier in the examination to provide the Applicant with the right to respond.

3. Comments on additional submission made on behalf of PS Manor Farm Solar Ltd (dated 16 September 2026)

The Applicant has considered PS Manor Farm Solar Limited's ("PSMFS") response which was accepted into examination by the ExA on 16 September 2026.

The Applicant would like to make the following brief remarks. As noted above where the Applicant has not responded to any item raised in a submission, that omission should **not** be regarded as tacit acceptance.

Firstly, PSMFS state that they are “*properly to be regarded as a quasi-statutory undertaker*”. The Applicant is not aware of any provision in statute which would define a quasi-statutory undertaker. The law sees statutory undertaker status as binary. The Applicant therefore is unclear on how PSMFS could say that they were a “quasi” statutory undertaker, let alone that it would be “proper” to do so. Secondly, PSMFS state that the “*fallback position*” provided by the Applicant is “*significant and telling concession*” and that “[i]f the Applicant truly considered that no protective provision whatsoever were warranted, no fallback would have been offered at all”. The Applicant categorically disagrees. The Applicant offered a fallback position to the ExA and the Secretary of State to aid in their determination of the matter. The Applicant’s submissions at Deadline 8 make it clear that it does not consider that protective provisions are warranted. However, the matter is for the Secretary of State to determine. The Applicant provided a hypothetical resolution to the matter were the Secretary of State to disagree with the Applicant’s position. Therefore, the submission of PSMFS that “the Applicant has implicitly acknowledged that some level of protection is appropriate” is a wilful misrepresentation of the Applicant’s Deadline 8 submission which makes plain that the “real issue in dispute” is not the form of the protective provisions but whether they are warranted in the first place.

In relation to section 3, PSMFS appear to justify £20,000,000 insurance requirement on the basis of a £14,000,000 capital cost whilst stating that “*enterprise value*” is more than capital cost. There is no justification, however, that the Applicant’s specifically proposed acquisition would generate any risk to PSMFS entire capital cost or why the Applicant’s proposed acquisition would cause PSMFS to de-energise, even for one day let alone and “*indefinite period*”.

Fundamentally PSMFS have continued to fail to demonstrate how the Applicant’s project will result in any harm to their project. This submission makes reference to the fact that “*interaction between the projects are bespoke and complex*”. The Applicant does not consider that this is the case. The Applicant considers that the implementation of the Scheme will not impact the operation of PSMFS generating station. Fundamentally, PSMFS

have failed to make a case in examination demonstrating on what basis the extinguishment of restrictive covenants or the acquisition of cabling rights in an access track would result in a harm that would require protective provisions to mitigate.

4. The Applicant's revised documents submitted with this letter

The Applicant has provided the following updated application documents as part of this submission:

Document	Rev.	Reason(s) for updates
Application Document Tracker <i>['Clean' and 'Tracked' provided]</i>	P12	Updated to accurately set out the current status of all documents submitted by the Applicant as of the date of this letter.
Draft Development Consent Order <i>['Clean' and 'Tracked' provided]</i>	P09	Updated to incorporate details of deposit location in Explanatory Note as set out in the Schedule of Changes to the Draft Development Consent Order [EN010141/DR/8.2].
Schedule of Changes to the Draft Development Consent Order	P08	Updated to set out the latest position as of the date of this letter.
SI Validation Report	P04	Updated for the Revision P09 of the draft Development Consent Order.

Noting that today is the last day of the Examination, the Applicant kindly requests that the Examining Authority accept both this submission and the updated application documents referred to above into the Examination.

Please do not hesitate to contact the undersigned representative of the Applicant if you have any questions or require any further information regarding this submission.

Yours sincerely,



DCO Project Manager on behalf of BSSL Cambsbed 1 Limited

