

**Application by Photovolt Development  
Partners (“PVDP”) on behalf of Solar  
Five Limited (the “Applicant”) for an  
Order Granting Development Consent  
for the Botley West Solar Farm**

**Submission for Examination Deadline 7  
10 November 2025**

**Siemens Healthcare Limited**

**Providing closing statement of  
Siemens Healthcare Limited**

## **1. Introduction**

- 1.1. These submissions are made on behalf of Siemens Healthcare Limited (UK Company registration number 09567186) ('Siemens'), summarising the key concerns raised throughout the examination process regarding the proposed cabling route along Wharf Road.
- 1.2. We refer the Examining Authority ("ExA") to the following submissions throughout the course of this examination made on behalf of Siemens both by JLL and Browne Jacobson as follows:
  - 1.2.1. Response made by JLL to the consultation closing on 28 July 2024;
  - 1.2.2. Interested Party submission made by JLL on 19 February 2025, which outlined previous concerns raised by Siemens in relation to the proposed cabling route and the impact this would have on access to Siemens' facilities [RR-0967];
  - 1.2.3. Deadline 1 submission detailing the key issue of the proposed cabling route and its impact on access to the Siemens' facility [REP1-110];
  - 1.2.4. Deadline 4 submission responding to the ExA's second written questions and requests for information in particular questions 2.7.14 and 2.16.1 [REP4-080];
  - 1.2.5. Deadline 5 submission focusing on the Applicant's responses to the ExA's second written questions and requests for information in particular questions 2.7.14 and 2.16.1 [REP5-134]; and
  - 1.2.6. Deadline 6 response dated 20 October 2025 focusing on Siemens' oral representations at the Compulsory Acquisition Hearing ('CAH') on 8 October 2025 and provides a response to the Applicant's Deadline 5 submissions [REP6 – 128].
- 1.3. This Deadline 7 submission principally provides Siemens' closing statement ahead of the formal close of the examination by the ExA.

## **2. Siemens' Operations: A Facility of Global Significance**

- 2.1. Siemens is a global healthcare provider and world leader in the design and manufacture of superconducting magnetic resonance imaging (MRI) magnets for medical applications and research.
- 2.2. The factory in Wharf Road, Eynsham is one of only two factories operated by Siemens worldwide that produce MRI magnets. Approximately 2,000 superconducting magnets are produced in the factory each year, primarily serving the European, American, South American, and African markets.
- 2.3. The facility currently benefits from 24-hour access, 365 days per year.
- 2.4. Siemens has operated the factory in Eynsham since 1984. It employs approximately 600 people, making it one of the largest employers in the west Oxfordshire region, with approximately 90% of the employees are locally recruited.

### **3. The Critical Importance of Wharf Road**

- 3.1. Wharf Road is fundamental to Siemens' operations, being the sole access to the factory. The site is bounded by allotments and Wharf Stream, meaning there is no alternative access route. The facility generates approximately 500-600 vehicle movements on a weekly basis, comprising both incoming materials and outgoing finished goods.
- 3.2. The magnets manufactured at the facility contain liquid helium, and once the magnets are disconnected from power, the helium begins to boil off as the magnet warms, resulting in the loss of the helium. This creates a critical operational requirement to transport magnets as quickly as possible to their destination, with any disruption to the transportation process having a direct and immediate impact on the product and the business.

### **4. Siemens' Primary Position**

- 4.1. Siemens' primary position is that Wharf Road should be removed entirely from the Order limits. This position is maintained for the following reasons:

#### **4.2. Road closure**

- 4.2.1. The wording of the DCO as currently drafted [REP6-004] identifies Wharf Road as an area where work can be undertaken. Whilst the Applicant believes they can manage the works such that Wharf Road stays open, and this is reflected in the changes made at deadline 6 to the DCO, there remains the risk that unexpected issues arise.

- 4.2.2. A key concern remains that there are significant utilities within Wharf Road. These include:

- 4.2.2.1. a gas main to the south side of Wharf Road, which crosses the road twice (at the road entrance and then near the bridle path entrance).
- 4.2.2.2. a water main to the south side of Wharf Road
- 4.2.2.3. electricity cables to the north side of Wharf Road, which cross the road near the entrance. This includes high voltage electricity cabling crossing near the road entrance.
- 4.2.2.4. BT cables to the north side of Wharf Road, which also cross the road twice.
- 4.2.2.5. five unidentified trench scars crossing the road,

- 4.2.3. Whilst the Applicant's intention is to keep Wharf Road open, if something unexpected is found during the works (especially considering the large volume of utilities already in the road), this may necessitate some form of road closure beyond the one lane proposed. This would create a significant issue for Siemens, which are briefly set out below (and found in more detail in earlier submissions).

#### **4.3. Significant Impact of Road Closure**

- 4.3.1. With works taking place in such a critical location for Siemens' business (Wharf Road being the sole access to the factory), any unexpected events which would cause Wharf Road to be completely closed would compound the impacts on

Siemens' business. In a worst-case scenario, if the Wharf Road access was completely closed off, within 6 hours, some aspects of fabrication would have to halt, with a full shut down of the facility required within 12 hours due to lack of available components, impacting the delivery of superconducting magnetic resonance imaging (MRI) magnets for medical application and research on a global scale.

- 4.3.2. Based on current rough estimates, a closure of three weeks of the facility could result in losses of £100 million or more, with the impact being significant both financially and locally, given the 600 employees, the majority of whom are local residents.

#### 4.4. Cassington Road Alternative

- 4.4.1. Siemens maintains that the Cassington Road option should be preferred and prioritised by the Applicant over Wharf Road due to the significant impacts which may be caused to Siemens. There is no real acknowledgement in the optionality report of the serious risk of disruption to Siemens when compared against the impact on others with the Cassington Road option. The optionality report does not adequately address the fact that it is not known what is in the road or how the project will be undertaken, meaning the risk of disruption remains substantial. The optionality report also does not consider the option of opening the bridge on Cassington Road to allow for alternative access. Siemens therefore maintains that the position is not as 'clear cut' as the optionality report sets out. See our comments in REP5-134 for further details.

### 5. **Secondary position: Protective Provisions**

- 5.1. Without prejudice to its primary position that Wharf Road should be removed from the Order limits, Siemens has negotiated protective provisions and associated changes to the DCO and supporting documents with the Applicant as a fallback position.
- 5.2. If the Wharf Road cable route option is pursued, Siemens considers bespoke protective provisions appropriate to be included within the draft DCO to ensure that satisfactory and legally compliant access to Wharf Road is maintained.
- 5.3. At Deadline 6, updates were made to the DCO for the protection Siemens. These are:
  - 5.3.1. Requirements 11, Schedule 2 – Siemens being a consultee on that part of the Construction Traffic Management Plan that relates to Wharf Road
  - 5.3.2. Insertion of Part 8 of Schedule 14 – protective provisions
- 5.4. In addition the Outline Code of Construction Practice [REP6-029] was updated to confirm that operational vehicular access would remain available to Siemens.
- 5.5. These provisions have been the subject of discussion since submission at Deadline 6, and the following updated protective provisions have been agreed with the Applicant:

## *FOR THE PROTECTION OF SIEMENS HEALTHCARE LIMITED*

1. *For the protection of Siemens the following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Siemens.*

2. *In this part of this Schedule—*

*"Siemens" means Siemens Healthcare Limited (company number 09567186) whose registered office is at Park View, Watchmoor Park, Camberley, Surrey, United Kingdom, GU15 3YL, or any successor company operating the Eynsham factory;*

*"specified works" means any part of the authorised development or activities undertaken in association with the authorised development which will or may affect access to or from Wharf Road or which may in any way adversely affect Siemens' operations at the Eynsham factory;*

*"Eynsham factory" means the facility at Wharf Rd, Eynsham, Witney, OX29 4BP;*

3. *(1) The undertaker must indemnify Siemens against all reasonable loss, damage, liability, costs and expenses reasonably suffered or incurred by Siemens by reason of—  
(a) the construction, operation or maintenance of any specified works or the failure of any such works comprised within them; or  
(b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the specified works or dealing with any failure of the specified works.*
  - (2) The indemnity in sub-paragraph (1) does not apply to the extent that any loss, damage, liability, costs or expenses are attributable to the act, neglect or default of Siemens or its officers, employees, contractors, or agents.*
  - (3) Siemens must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.*
  - (4) Siemens must give to the undertaker reasonable notice of any claim or demand against it in respect of which it may seek indemnity under this paragraph, and no settlement or compromise of such claim or demand may be made without the prior consent of the undertaker, such consent not to be unreasonably withheld or delayed.*
  - (5) If the undertaker reasonably withholds consent to a settlement or compromise under sub-paragraph (3), the undertaker may assume the conduct of any defence, settlement or compromise of the claim or demand at its own expense.*
  - (6) The undertaker must coordinate the execution of the specified works in order to ensure that operational vehicular access to the Eynsham factory will be maintained at all times during the construction of the specified works without closure of Wharf Road.*
- 5.6. It is Siemens' position that these updates provide increased protection for Siemens. However the risk of significant disruption remains and Siemen's consider that the most appropriate routing for the cabling is Cassington Road.

## **6. Conclusion**

- 6.1. Given the global significance of the facility, the time-critical nature of its operations, the substantial financial and local employment impacts, and the current lack of certainty regarding the works, Siemens submits that its concerns must be given adequate weight in the decision-making process.
- 6.2. The risk posed is extremely significant on a global level, given the facility's role in the worldwide supply chain. The disproportionate impact on a facility of international importance, producing life-saving medical equipment and employing 600 local people, cannot be justified when viable alternatives exist. The choice of the Cassington Road route would avoid these risks entirely whilst achieving the Applicant's objectives.
- 6.3. Siemens respectfully requests that the Examining Authority:
  - 6.3.1. Removes Wharf Road entirely from the Order limits (primary position); or
  - 6.3.2. If the primary position is not agreed, accept the inclusion of robust protective provisions and associated amendments to the DCO and Outline Code of Construction Practice to safeguard Siemens' operations.
- 6.4. Siemens remains committed to constructive engagement but cannot reasonably agree to a proposed DCO that places its operations, its employees, and the global supply of critical medical equipment at unacceptable risk.

**Browne Jacobson LLP**  
**10 November 2025**