

THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES 2010

SPRINGWELL SOLAR FARM DEVELOPMENT CONSENT ORDER

PINS REFERENCE EN010149

**RESPONSE ON BEHALF OF CADENT GAS
LIMITED TO THE EXAMINATION AUTHORITY'S
SECOND WRITTEN QUESTIONS AND REQUEST
FOR INFORMATION ISSUED ON 2ND
SEPTEMBER 2025**

ExQ	Question to	Question	Response on behalf of Cadent Gas Limited
2.6.5	<p>Applicant</p> <p>Anglian Water</p> <p>Cadent Gas Limited</p> <p>Exolum Pipeline System Ltd</p> <p>National Grid Electricity Transmission</p> <p>National Grid Electricity Distribution (East Midlands)</p> <p>Network Rail</p>	<p>Protective Provisions</p> <p>The Applicant has provided a revised dDCO [REP3-004] that includes draft Protective Provisions (PPs).</p> <p>a. All parties, provide an update on negotiations.</p> <p>b. All parties except the Applicant, please confirm whether you consider the PPs in the dDCO [REP3-004] to be acceptable. If not, explain fully why not and provide alternative wording.</p> <p>c. Applicant, Cadent Gas Limited has raised concerns [REP3-085] about a lack of engagement. What is your reply to these concerns and confirm whether an agreement before the end of the examination is anticipated?</p>	<p>a) The Applicant and Cadent had a meeting with all parties on 5th September 2025. On 8th September 2025 Cadent provided a further draft of the protective provisions, which the Applicant responded to on 12th September 2025. Cadent has confirmed that the form of the protective provisions and a side agreement to address other concerns of Cadent are agreed.</p> <p>There is one commercial point outstanding, which is uncapped liability. As explained in Cadent's Written Representation [REP1-119], Cadent require any indemnity to be uncapped. This is the standard position across all other DCOs affecting Cadent. Cadent derives no benefit from the project and needs to ensure that it is not exposed to any costs or losses as a result of the project. Money spent and costs incurred by Cadent is ultimately passed on to consumers in their energy bills. This is not appropriate in respect of losses caused by a third party and Cadent requires, therefore, the comfort that works near its apparatus are the subject of protective provisions which include an uncapped indemnity.</p> <p>b) Changes are required to the PPs in dDCO [REP3-004]. Cadent understand, however, that the protective provisions in the Deadline 4 dDCO will incorporate the required changes, and will therefore be substantially agreed. This is subject to completion of a side agreement that will address matters not included in the dDCO and the protective provisions <u>not being revised</u> to provide for the indemnity to be capped.</p> <p>c) This is for the Applicant but Cadent has welcomed the recent engagement by the Applicant.</p>