

**BEACON FEN ENERGY PARK PROJECT (THE PROJECT)**  
**DEADLINE 7 SUBMISSION**  
**FIDRA ENERGY LIMITED**

**INTRODUCTION**

1. Fidra Energy Limited (**Fidra**) has submitted a relevant representation (RR-020) (the **Relevant Representation**), a written representation respect of the Application (REP1-040) (the **Written Representation**), a deadline 2 submission (REP2-048) (the **Deadline 2 Submission**) and a deadline 3 submission (REP3-014) (the **Deadline 3 Submission**) (together **Fidra's Submissions**) and Fidra attended issue specific hearing 1 (**ISH1**) to explain its concerns in respect of the Application.
2. Fidra is a UK-based battery and energy storage developer currently progressing a 1.2 GW Battery Energy Storage System (**BESS**) project located adjacent to the Bicker Fen Substation in Lincolnshire, under the subsidiary Bicker Drove Limited (the **Fidra Project**). Fidra is backed by EIG and The National Wealth Fund and in 2025 Fidra reached financial close on the UK's largest battery storage project (the 1.4GW Thorpe Marsh project). The Thorpe Marsh financing comprised funding of circa £1 billion of capital secured from EIG and the National Wealth Fund, alongside a consortium of international lenders. Both the Chancellor of the Exchequer and the Secretary of State for Energy Security and Net Zero commented publicly on this financing. This demonstrates the scale and importance of these projects, and Fidra's credibility in the industry.
3. Bicker Drove Limited has the benefit of an electricity generation licence pursuant to the Electricity Act 1989. Bicker Drove Limited is a statutory undertaker for the purposes of the Planning Act 2008.
4. Fidra is making this submission at Deadline 7 in respect of the draft DCO in order to ensure that there is adequate protection for the Fidra Project given the lack of progress from the Applicant.

**ENGAGEMENT TO DATE**

5. At ISH1 Action Point 8 (EV2-002), the action on the Applicant was to:

*“confirm it has considered Fidra Energy's BESS scheme proposal as part of the applicant's cumulative assessment, particularly the impacts of the proposed cabling routes into Bicker Fen Substation and how it proposes to resolve any potential issues in case both applications are developed”*
6. The Applicant confirmed at ISH1 that it anticipated that “a suitable resolution being reached and documented by the mid-point of the examination” as captured in REP1-030. This interaction has been recognised in this examination as a matter which must be resolved, and the Applicant has committed to submitting a proposal to resolve those issues.
7. In spite of ISH1 Action Point 8 and the Applicant's commitment to resolution of matters at the mid-point of examination, no such resolution has been reached and no proposal to resolve any potential issues in relation to the conflict between the Project and the Fidra Project has been submitted to the examination by the Applicant.
8. Therefore, ISH1 Action Point 8 remains open. Fidra remains open to resolution of this matter and has sought to engage with the Applicant to progress such resolution. However, given the late stage of the examination and the lack of meaningful progress by the Applicant towards such resolution, Fidra is making this representation to secure appropriate protection for the Fidra Project.

9. The Applicant stated at Deadline 4 7 in its Written Summary of Oral Submissions from Compulsory Acquisition Hearing 1 (CAH1) and Responses to Action Points (REP4-028) that: *“The Applicant considers that there is a potential interface agreement that could be reached”*.
10. In respect of Plot 18-11, which is the plot in respect of which Fidra has an option to deliver the Fidra Project, the Land Rights Tacker submitted at Deadline 5 (REP5-008) and again in the Land Rights Tracker submitted at Deadline 6 (REP6-013):
  - (a) does not note engagement on attempts by the Applicant to reach agreement in respect of land matters since July 2025; but
  - (b) states that: *“Ardent and the Applicant are proactively engaging with the Affected Person and UK Transition Power Holdings Limited”*. This is not an accurate summary of the engagement to date, and engagement has been led by Fidra with a consequent lack of meaningful engagement from the Applicant.
11. Fidra, via its solicitors, issued heads of terms to the Applicant on 11 December 2025 in order to address the issue identified at ISH1 Action Point 8 and set out a process for coordination. The Applicant did not formally respond to these heads of terms until 2 February 2026, when it simply rejected the notion of an agreement to regulate the interaction between the projects. The justification provided by the Applicant was that: *“there is a significant distance between the expectations of both parties regarding the nature/terms of any potential agreement”*. The Applicant:
  - (a) has not commented on the heads of terms issued by Fidra; or
  - (b) proposed amendments to those heads of terms or otherwise sought to address this matter on a voluntary basis.
12. Beyond this, the Applicant has not sought to address land matters on a voluntary basis with Fidra or made any proposal to address Fidra’s option over Plot 18-11.

**The Applicant’s Case on the Western Corridor**

13. From a land and planning perspective, the Fidra Project is further developed than the Project: it has the benefit of land rights in respect of Plot 18-11 (unlike the Project) and is in the planning process (as is the Project).
14. The rationale used by the Applicant for discounting a commitment to the western corridor of Plot 18-11, set out in its Written Summary of Oral Submissions from Compulsory Acquisition Hearing 1 (CAH1) and Responses to Action Points (REP4-028), relies on two factors:
  - (a) first, the lack of information from surveys. This is not sufficient justification, as the Applicant has been on notice of this issue since before the Application was submitted and its failure to undertake suitable surveys in project development is not an appropriate rationale for the potential sterilisation of the Fidra Project; and
  - (b) secondly, that the Applicant does not have confirmation of the depth of the Viking Link cable. This is not a sufficient reason, as:
    - (i) first, as with survey information this is information that could and should have been obtained by the Applicant to resolve this issue through engagement with the operator of the Viking Link project. The Viking Link project is a recently constructed project, and the Applicant could and should have engaged with the operator of the Viking Link project to identify this matter; and

- (ii) secondly, the draft DCO already contains protective provisions which regulate the relationship between the Project and Viking Link and so ensures that there is an appropriate process to regulate any crossing of the Viking Link project's electricity cable as is standard in the electricity sector.

**Conclusion on Engagement and ISH1 Action Point 8**

- 15. The Applicant has not addressed ISH1 Action Point 8 and has not demonstrated to this examination any meaningful attempt to address ISH1 Action Point 8.

**THE DRAFT DCO**

- 16. To address the above issues, Fidra requires protection in the DCO in the form of protective provisions.
- 17. Fidra is submitting protective provisions (the **Fidra Protective Provisions**), included at Appendix 1, for inclusion within the draft DCO. Fidra's position is that if the examining authority (**ExA**) is minded to recommend approval of the Application and if the Secretary of State is minded to make the DCO pursuant to the Application then it must include protection for the benefit of the Fidra Project.

- 18. Given:

- (a) the lack of meaningful engagement from the Applicant with Fidra prior to the submission of the Application and during the examination of the Application, which falls short of the necessary tests for satisfying the necessary powers of compulsory acquisition; and
- (b) that the condition at section 122(3) of the Planning Act 2008 (that there is a compelling case in the public interest for the land to be acquired compulsorily) cannot be met given the:
  - (i) lack of justification for the extent of compulsory acquisition sought over Plot 18-11 given that the works required at Plot 18-11 will only require a temporary corridor of 30metres width but the extent of compulsory acquisition extends over an area of more than 100metres width, as set out in detail the Fidra Submissions to date;
  - (ii) fact that the unfettered grant of powers of compulsory acquisition over Plot 18-11 would have the effect of sterilising the Fidra Project, as set out in the Fidra Submissions to date; and
  - (iii) the capacity of the Fidra Project and its contribution to the electricity transmission network significantly outstrips the capacity of the energy storage facility forming part of the Project, as set out in the Fidra Submissions to date,

it is necessary, proportionate and reasonable to secure the Fidra Protective Provisions to ensure that a greater contribution to the electricity transmission network from the Fidra Project is not prejudiced by the delivery of the Project.

- 19. The Fidra Protective Provisions allow for the grant of development consent for the Project whilst securing the appropriate protection for the Fidra Project.
- 20. The Fidra Protective Provisions are conditional upon the Fidra Project progressing. If the Fidra Project did not progress, then the Fidra Protective Provisions would not apply. This ensures that

a fair balance is struck, and does not prejudice the delivery of the Project in the event that the Fidra Project does not progress.

21. Whilst Bicker Drove Limited would benefit from the protection of the protective provisions set out in Part 1 of Schedule 11 to the draft DCO as an electricity licence holder, these protective provisions are insufficient as they do not control the compulsory acquisition of land (only the compulsory acquisition of apparatus pursuant to Paragraph 5) or address the coordination of works, and so would not adequately address the impact of the Project on the Fidra Project. By virtue of Paragraph 1 of Part 1 of Schedule 11 to the draft DCO, if the Fidra Protective Provisions are included in the DCO they will have effect instead of the protective provisions at Part 1 of Schedule 11 to the draft DCO.
22. The key substantive difference between the Fidra Protective Provisions and the protective provisions at Part 1 of Schedule 11 to the draft DCO are:
  - (a) *Coordination*: Paragraph 1(4) of the Fidra Protective Provisions secures coordination by the Applicant in the development of the Project to ensure that the Project does not prejudice the delivery of the Fidra Project.
  - (b) *Restriction on Power*: Paragraph 1(5) of the Fidra Protective Provisions impose specific controls on the extent of any acquisition of land and rights by the Applicant. These protective provisions are necessary in order to:
    - (i) secure the construction corridor limit of 30 metres, which the Applicant has referred to in submissions to this examination but which are not otherwise adequately secured by the DCO;
    - (ii) secure the permanent easement corridor limit of 12 metres, which the Applicant has referred to in submissions to this examination but which are not otherwise adequately secured by the DCO; and
    - (iii) ensure that the authorised development is undertaken in the western corridor of Plot 18-11 given that this will address the otherwise significant adverse impact that the Project would have on the Fidra project.
  - (c) *Acquisition of Land*: The additional provisions regarding the acquisition of land included at Paragraph 6 of the Fidra Protective Provisions which are necessary given the lack of justification for the exercise of powers of compulsory acquisition over Plot 18-11 and the effect on the Fidra Project of those powers being unfettered. These are substantially the same as similar provisions set out in the Applicant's draft DCO at Paragraph 40 of Part 4 to Schedule 11 and Paragraph 126 of Part 11 to Schedule 11; and
  - (d) *Indemnity*: The additional provisions regarding the indemnity at Paragraph 11 of the Fidra Protective Provisions which are necessary to provide appropriate protection to the Fidra Project. These are substantially the same as similar provisions set out in the Applicant's draft DCO at Paragraph 45 of Part 4 to Schedule 11 and Paragraph 131 of Part 11 to Schedule 11, and Paragraph 57 of Part 5 to Schedule 11 and Paragraph 87 of Part 8 to Schedule 11.
23. It is appropriate for protective provisions to be included in a draft DCO to protect other electricity generators and proposed development, as demonstrated by the draft DCO which includes protection for Ecotricity (Heck Fen Solar) Limited.

## **NEXT STEPS**

24. If the (ExA) is minded to recommend approval of the Application and if the Secretary of State is minded to make the DCO pursuant to the Application then Fidra's position is that it must include protection for the benefit of the Fidra Project.

**CMS CAMERON MCKENNA NABARRO OLSWANG LLP**

**6 FEBRUARY 2026**