

**BEACON FEN ENERGY PARK PROJECT (THE PROJECT)**  
**DEADLINE 8 SUBMISSION**  
**CLOSING STATEMENT**  
**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**), a deadline 3 submission (REP3-014) (the **Deadline 3 Submission**), a deadline 7 submission (REP7-061) and the draft protective provisions (REP7-065) (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 is developing a portfolio of large BESS projects in the UK. In 2025 Fidra reached financial close on the 1.4GW Thorpe Marsh project, the UK’s largest, which is now in construction in the constituency of the State for Energy Security and Net Zero. The Thorpe Marsh financing comprised funding of circa £1billion 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. The planning application for the Fidra Project (ref: B/25/0224) (the **Planning Application**) has been submitted to Boston Borough Council. The Fidra Project represents a substantial investment in grid stability and energy resilience, complementing renewable generation across the region. Fidra has the benefit of an exclusive option agreement dated 10 April 2024 (the **Fidra Option**) in respect of the Fidra Project which covers the land included in Plot 18-11.
5. Fidra is making this submission as a closing statement to summarise Fidra’s Submissions and its continued objection to the Application at the close of the examination and to response to points made by the Applicant at Deadline 7.

**POLICY POSITION**

Para 5.11.8 of EN-1

6. Para 5.11.8 of EN-1 provides that: a. *“The ES (see Section 4.3) should identify existing and proposed land uses near the project, any effects of replacing an existing development or use of the site with the proposed project or preventing a development or use on a neighbouring site from continuing”*.
7. Footnote 252 within Para 5.11.8 of EN-1 makes clear that a proposed land use includes where a planning application has been submitted, as is the case with the Fidra Project. The Fidra Project is a proposed land use.

8. The Applicant's ES does not identify the Fidra Project and does not assess the impacts of the Project on the Fidra Project.
9. Fidra's position is that Para 5.11.8 of EN-1 has not been complied with in the examination. Fidra raised this issue in the Written Representation (REP1-040) and in the Deadline 3 Response (REP3-014) and this has not been adequately addressed by the Applicant.

Para 5.11.23 of EN-1

10. Para 5.11.23 of EN-1 provides that: "*Although in the case of most energy infrastructure there may be little that can be done to mitigate the direct effects of an energy project on the existing use of the proposed site (assuming that some of that use can still be retained post project construction) applicants should nevertheless seek to minimise these effects and the effects on existing or planned uses near the site by the application of good design principles, including the layout of the project and the protection of soils during construction*". The Fidra Project is a planned use near the site.
11. This is a situation where there is something that can be done to mitigate the effects of the Project on the Fidra Project through the application of good design principles. However, no steps have been taken to minimise these effects on the Fidra Project.
12. Fidra's position is that Para 5.11.23 of EN-1 has not been satisfied in the examination. Fidra raised this issue in the Written Representation (REP1-040) and in the Deadline 3 Response (REP3-014) and this has not been adequately addressed by the Applicant.

CNP

13. In response to Fidra's comments, the Applicant has sought to rely on the CNP status of the Project to justify the adverse effects on the Fidra Project. Not all elements of the Project comprise CNP infrastructure and Fidra addressed this in the Deadline 3 Response (REP3-014).
14. In any event, the CNP status which the Applicant refers to is always subject to the application of the mitigation hierarchy (see Para 4.2.10 and Para 4.2.11 of NPS EN-1); the mitigation hierarchy has not been applied by the Applicant in respect of the impact of the Proposed Development. The statement that the Applicant has made in response to Fidra's comments is that: "*It is not possible to avoid Fidra's proposed development, regardless of the Cable Route taken*". This statement:
  - (a) is not considered to be accurate, as:
    - (i) there are alternative cable routes that have been consulted on and which do not sterilise development and cause the same impacts as the Proposed Development would cause on the Fidra Project; and
    - (ii) a reduction in the extent of Work No.4A and Plot 18-11, or a commitment to locate the cable in the road or to the west of the road, would avoid the Fidra Project; and
  - (b) if accurate, only considers the first of the four steps set out in the mitigation hierarchy (avoidance) and does not consider reduction, mitigation or compensation. The Applicant has not demonstrated any steps to reduce, mitigate or compensate the impact on the Fidra Project through the development of the Proposed Development. Fidra has demonstrated that the western corridor would reduce the impact on the Fidra Project through the Overlay Plan at Figure B (the **Overlay Plan**) of the Relevant Representation (RR-020).
15. CNP policy applies following the application of the mitigation hierarchy to the residual effects. CNP policy does not allow for an Applicant to avoid the steps required in the mitigation hierarchy,

and until the Applicant has sought to reduce, mitigate and compensate the impacts on the Fidra Project the CNP policy will not apply.

#### **ENGAGEMENT TO DATE**

16. The Fidra Submissions have identified the material impact on the Fidra Project and led to the need for ISH1 Action Point 8.
17. 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”*
18. 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.
19. 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.
20. 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.
21. The Applicant stated at Deadline 4 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”*.
22. In respect of Plot 18-11, which is the plot in respect of which Fidra has an option to deliver the Fidra Project, the:
  - (a) Land Rights Tracker submitted at Deadline 5 (REP5-008) and again in the Land Rights Tracker submitted at Deadline 6 (REP6-013):
    - (i) does not note engagement on attempts by the Applicant to reach agreement in respect of land matters since July 2025; but
    - (ii) states that: *“Arden 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; and
  - (b) updated Land Rights Tracker submitted at Deadline 7 (REP7-014) notes that the progression of heads of terms was paused and that contact was not made to progress heads of terms until 6 February 2026.
23. As set out in the Deadline 7 Submission (REP7-061) 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*”. Throughout the examination, engagement has been driven by Fidra and Fidra has not received a proposal to regulate the interaction between the projects from the Applicant. 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.
24. 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.
25. In terms of the landowner, the Applicant has not sought to progress a voluntary option during the examination process. Instead, the Applicant sought to “re-engage” on the heads of terms on 6 February. This is too late in the development process to support a case for powers of compulsory acquisition. As Fidra has the benefit of an exclusive option over the land, the Applicant needs to engage with Fidra in order to secure land matters and the Applicant has not sought to address land matters with Fidra and so cannot demonstrate its case for the exercise of powers of compulsory acquisition.
26. The Applicant’s justification for withdrawing from discussions on an interface agreement or protective provisions (which has never included heads of terms from the Applicant and which has never addressed land matters) is set out briefly in the Applicant’s Response to ExQ3 (REP7-052) as being due to a delay in the determination of Fidra’s Planning Application. Whilst the determination of the Fidra Planning Application has been delayed, the Fidra Application is progressing and the planning position has not materially changed since the imposition of ISH1 Action Point 8 in order to justify the Applicant’s change in position. Fidra expects that Fidra’s Planning Application will be recommended for approval and will be determined at a planning committee in April 2026 and will update the Secretary of State in due course.

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

27. 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).
28. In the Relevant Representation (RR-020), Fidra included the Overlay Plan which shows the layout of the Fidra Project, the extent of plot 18-11 shown coloured yellow and the extent of a western corridor shown coloured green (the **Western Corridor**) which extends to the maximum 30m construction width sought by the Applicant. This clearly demonstrates the impact of the Project on the Fidra Project, the excessive powers of compulsory acquisition sought by the Applicant and the ability to resolve this through a commitment to the Western Corridor.
29. 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. As set out in the Deadline 7 Submission (REP7-061) 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. As set out in the Deadline 7 Submission (REP7-061), 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;
  - (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; and
  - (iii) thirdly, **any option** that involves a solution other than the western corridor at Plot 18-11 will involve a crossing of the Viking Link project's electricity cable as shown by the Constraint Masterplan (AS-032) and so this is not a distinguishing factor.

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

30. 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.

#### **COMPULSORY ACQUISITION**

31. The condition at section 122(2) of the Planning Act 2008 is not met, as the extent of land that the Applicant has sought powers of compulsory acquisition over exceeds that required for the development to which the development relates. This is clearly demonstrated by the Overlay Plan included at Figure B of Relevant Representation (RR-020).
32. 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:
- (a) 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;
  - (b) 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
  - (c) 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, the Proposed Development includes a BESS facility of 600MW and the Applicant seeks to attach weight to the benefits of this BESS facility. However, this BESS facility is roughly half the size of the Fidra Project (which has a capacity of 1.2GW), would not deliver the same benefits as the Fidra Project.

33. Paragraph 11 of the Planning Act 2008 Guidance related to procedures for the compulsory acquisition of land (the **Guidance**) provides that the: “*Secretary of State will need to be satisfied that the land to be acquired is no more than is reasonably required for the purposes of the development*”. There is no justification for the extent of land sought and the extent of land sought is more than reasonably required for the purposes of the development. This is clearly demonstrated by the Overlay Plan included at Figure B of Relevant Representation (RR-020).
34. In applying the balancing test pursuant to Paragraphs 12 to 15 of the Guidance, the public benefits of the Project do not outweigh the harm of the Project to the Fidra Project in compulsory acquisition terms.
35. The lack of meaningful engagement from the Applicant with Fidra and the landowner of Plot 18-11 prior to the submission of the Application and during the examination of the Application falls short of the necessary tests for satisfying the necessary powers of compulsory acquisition. Applicants should seek to acquire land by negotiation wherever practicable. Paragraph 25 of the Guidance provides that: “*as a general rule, authority to acquire land compulsorily should only be sought as part of an order granting development consent if attempts to acquire by agreement fail*”. The Applicant has not demonstrated sufficient attempts to acquire the rights it requires over Plot 18-11, and its lack of meaningful engagement demonstrates this.
36. Paragraph 8 of the Guidance provides that the Applicant:
- (a) should be able to demonstrate to the satisfaction of the Secretary of State that all reasonable alternatives to compulsory acquisition (including modifications to the scheme) have been explored. The Applicant cannot demonstrate this and has not demonstrated this in respect of Plot 18-11; and
  - (b) will also need to demonstrate that the proposed interference with the rights of those with an interest in the land is for a legitimate purpose, and that it is necessary and proportionate. The Applicant cannot demonstrate this and has not demonstrated this in respect of Plot 18-11.
37. Fidra’s position is that the proper application of the compulsory acquisition tests in the Planning Act 2008 and the Guidance means that powers of compulsory acquisition cannot be granted over the full extent of Plot 18-11.

### **COMPENSATION**

38. In respect of Plot 18-11, the Applicant has advanced a position at Deadline 7 that “*compensation will be available where the Applicant does exercise the powers/rights*”.
39. This is not supported by any analysis in the Applicant’s Response to ExQ3 (REP7-052) or its Funding Statement as to the level of financial impact that the Project would be exposed to if such compensation were to become payable.
40. The Guidance makes clear at section 9 that the Applicant: “*should also be able to demonstrate that there is a reasonable prospect of the requisite funds for acquisition becoming available*”. In failing to identify this potential level of compensation, this element of the Guidance has not been satisfied.

### **THE DRAFT DCO**

41. To address the above issues, Fidra requires protection in the DCO in the form of protective provisions.

42. Fidra has submitted protective provisions (the **Fidra Protective Provisions**) (REP7-065), which it included at Appendix 1 of the Deadline 7 Submission, for inclusion within the draft DCO. The rationale behind the Fidra Protective Provisions was set out in the Deadline 7 Submission and the Fidra Submissions together with this Closing Statement demonstrate the need for the Fidra Protective Provisions. The Fidra Protective Provisions are reasonable, necessary and proportionate and provide for both coordination moving forward and the protection of the Fidra Project.
43. The Fidra Protective Provisions allow for the grant of development consent for the Project whilst securing the appropriate protection for the Fidra Project.
44. The Fidra Protective Provisions also address the Applicant's comment in the Applicant's Response to ExQ3 (REP7-052) that the Fidra Project is an "*uncertain project*" by providing that the Fidra Protective Provisions will not have effect if the Fidra Project does not progress.

#### **Next Steps**

45. 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**

**16 FEBRUARY 2026**