

**Eversheds Sutherland  
(International) LLP**Two New Bailey  
6 Stanley Street  
Salford  
Manchester M3 5GX  
United KingdomT: +44 20 7497 9797  
F: +44 20 7919 4919  
DX 14344 Manchester

eversheds-sutherland.com

Planning Inspectorate  
c/o QUADIENT  
69 Buckingham Avenue  
Slough  
SL1 4PN**Date:** 22 December 2025  
**Our Ref:** [REDACTED] \367173.000001  
**Direct:** [REDACTED]  
**Email:** [REDACTED]@eversheds-sutherland.com**By Email Only:**  
**frodshamsolarfarm@planninginspectorate.gov.uk**

Dear Sir/Madam

**Application by Frodsham Solar Limited for an order granting development consent  
for Frodsham Solar [PINS Ref. EN010153]**

We write further to the above matter in connection with which we are instructed to act on behalf of INOVYN Chlorvinyls Limited ("ICL") (IP Ref. [REDACTED]) and INOVYN Enterprises Limited ("IEL") (IP Ref. [REDACTED]).

Please find enclosed the Written Representation ("WR") of ICL and IEL (which is being submitted on a joint basis). The WR confirms the updated position of both ICL and IEL, as well as progress made since the submission of each company's Relevant Representation on 28 August 2025.

The WR also contains the following:

1. a summary of the oral submissions made on behalf of ICL and IEL at the Open Floor Hearing which took place on 4 December 2025; and
2. a request for ICL and IEL to be heard at a compulsory acquisition hearing, the time for which has been reserved during w/c 23 February 2026.

Should there be any queries, please do not hesitate to contact our Samantha Grange (Legal Director) of this office (contact details above).

Yours faithfully.

**EVERSHEDS SUTHERLAND LLP**

We are instructed to make this Written Representation on behalf of INOVYN Chlorvinyls Limited ("**ICL**") and INOVYN Enterprises Limited ("**IEL**") in respect of the application for an order granting development consent (the "**Application**"), submitted by Frodsham Solar Limited (the "**Applicant**"), to authorise the construction, maintenance and operation of the Frodsham Solar Farm (the "**Project**").

#### Background and Introductory Comments

The Examining Authority (the "**ExA**") will be aware that a separate Relevant Representation was made on behalf of each of the above-mentioned companies, with the Relevant Representation for ICL being allocated examination document reference [**RR-004**] and the Relevant Representation for IEL being allocated examination document reference [**RR-001**]. Both ICL and IEL have Interested Party status. ICL and IEL shall be referred to hereinafter together as the "**INOVYN Companies**".

A copy of the Relevant Representations made on behalf of the INOVYN Companies are appended to this Written Representation. Full details of the concerns of the INOVYN Companies arising in respect of the Project and, in particular, the compulsory acquisition powers and land rights which the Applicant has sought to include in the draft Development Consent Order (the "**dDCO**") (examination document reference [**AS-013**]) are set out in the Relevant Representation for each of the INOVYN Companies. As such, we do not propose to repeat those concerns here.

The INOVYN Companies have previously made clear that they would welcome the opportunity to engage positively with the Applicant with a view to reaching a voluntary agreement, thereby avoiding the need for the exercise of powers of compulsory acquisition in respect of their interests. Following the submission of both Relevant Representations, discussions between the INOVYN Companies and the Applicant have taken place. This Written Representation is intended to update the ExA on the stage which those discussions have reached and the progress made towards the conclusion of a voluntary / side agreement(s).

Discussions between the INOVYN Companies and the Applicant are ongoing, including in respect of the form and content of the voluntary / side and property-related agreements which are required to be put in place. Critically, the INOVYN Companies are still in the process of clarifying, with the assistance of the Applicant, the extent of the interaction between the Project and their land and interests. The nature of the rights proposed to be exercised in the delivery of the Project requires further scrutiny, particularly with regard to the land and interests of ICL at Frodsham Marsh Lagoon, with this site being heavily regulated.

#### Update in respect of ICL

A draft Option Agreement and Deed of Easement have been shared with ICL by the Applicant. ICL is in the process of reviewing the terms of both draft documents in order that detailed comments can be returned to the Applicant early in the New Year. Furthermore, a plan which accurately depicts the extent of the area, subject of the Option Agreement, is in production. An initial version of the plan has been provided but the Applicant's solicitor has indicated that changes to the plan may be required. ICL is currently awaiting further clarification in this regard.

As previously stated, any voluntary agreement to be entered into between ICL and the Applicant will need to ensure the retention by ICL of the freehold ownership (and control of) the land at Frodsham Marsh Lagoon (being plots 5-3 and 5-4; as shown on Sheet 5 of the Land Plans (examination document reference [**PD2-004**])). In principle, ICL is amenable to the grant of rights to facilitate the delivery of the connection between the on-site substation for the Project and the Frodsham substation. However, any such grant must be limited to rights of 'oversail' for overhead lines and cannot extend to rights permitting the installation and retention of permanent Project infrastructure.

Moreover, the rights granted to the Applicant must be compatible with the exercise of the existing rights by which the land at Frodsham Marsh Lagoon is burdened, including those of INEOS Fluor Limited ("**IFL**"). The ExA will recall (as referred to in ICL's Relevant Representation) that IFL is a 'Category 2' person in respect of plot 5-3 with regard to rights and easements contained in a deed of further assurance dated 9 January 2001.

On the subject matter of existing rights, ICL's access to Frodsham Marsh Lagoon must not be compromised or interfered with during the construction and operational life of the Project. Therefore, any voluntary agreement to be entered into between ICL and the Applicant must protect and preserve ICL's existing rights in this regard (together with any rights relating to support and the use of service

installations, summary details of which are contained in the Applicant's Book of Reference (examination document reference **[PD2-007]**) (the "**BoR**").

#### Update in respect of IEL

Regarding IEL, the Applicant has asked for and been provided with further details of the route and status of the pipe and outfall for discharge of saline water into the Manchester Ship Canal so that the points of interaction between the proposed pipe (the "**saline water pipe**") and any infrastructure associated with the Project can be identified.

The Applicant's preliminary review of these details indicates that the Order limits and the route and option area in respect of the saline water pipe are located at such a distance from each other that neither a works, nor a physical, interface with the Project is anticipated. IEL is in the process of considering the Applicant's correspondence in this regard and will confirm whether it agrees with the Applicant's analysis in due course (and by no later than Deadline 2).

With regard to the saline water pipe, the ExA will recall that IEL is the beneficiary of an Option to enter into a Deed of Grant dated 22 November 2013 (as varied by a Deed of Variation dated 21 November 2017) (the "**Option**") which is noted against plots 3-25 and 3-31 in the BoR (see Sheet 3 of the Land Plans (examination document reference **[PD2-004]**)), the said land parcels forming part of Title No. CH537888. In correspondence, the Applicant has referred to Land Registry updates made since the Application was submitted which have resulted in the land comprised in plots 3-25 and 3-31 being noted as registered under Title No. CH729329 (in which IEL has no interest) as opposed to Title No. CH537888. Consequently, we're informed that the Applicant is intending to submit an updated BoR at Deadline 1 to reflect the latest Land Registry data. The requisite updates should include the removal of IEL's interest from plots 3-25 and 3-31 (and, with that, any mention of the Option and any interest(s) in respect of which IEL is the beneficiary from the BoR).

As referred to above, IEL will conclude its review of the Applicant's interface analysis, as well as consider any updates made to the BoR (examination document reference **[PD2-007]**) at Deadline 1, so that its position and any requirement for IEL to have continued involvement in the examination can be confirmed as soon as possible (and by no later than Deadline 2).

#### Concluding Remarks and Summary of Oral Representations made at the Open Floor Hearing on 4 November 2025

Given the accelerated nature of the examination timetable, it is imperative that negotiations in respect of the above-mentioned voluntary / side agreement(s) proceed at pace.

Should negotiations stall or falter, or should the INOVYN Companies become concerned that the agreement(s) will fall short and not be concluded on satisfactory terms, protecting the respective interests of ICL and IEL will have to be secured via other means, with the necessary measures being included on the face of the dDCO (which may include bespoke Requirements and/or Protective Provisions; and/or amendments to the articles and schedules of the dDCO).

The above-mentioned commentary also serves to summarise the oral representations made on behalf of the INOVYN Companies at the Open Floor Hearing on 4 December 2025.

#### Request to be heard at a Compulsory Acquisition Hearing

In light of the fact that discussions between the INOVYN Companies and the Applicant are ongoing, and that resolution of the concerns raised by the INOVYN Companies remains outstanding, we are instructed to make a request for ICL and IEL to be heard at a compulsory acquisition hearing, the time for which has been reserved during w/c 23 February 2026 (as per the examination timetable in Annex A to the ExA's Rule 8 Letter (examination document reference **[PD-008]**)).

Following Deadline 1, should IEL conclude that its continued participation in the examination is not required, the above-mentioned request for IEL to be heard at a compulsory acquisition hearing will be withdrawn.

**Eversheds Sutherland (International) LLP**

**22 December 2025**

## **APPENDIX**

### **Relevant Representations of INOVYN Chlorvinyls Limited and INOVYN Enterprises Limited**

We are instructed to make this Relevant Representation on behalf of INOVYN Chlorvinyls Limited ("**ICL**") in respect of the application for an order granting development consent (the "**Application**"), submitted by Frodsham Solar Limited (the "**Applicant**"), to authorise the construction, maintenance and operation of the Frodsham Solar Farm (the "**Project**").

ICL operates a chemical production and waste facility at Runcorn to the north and north west of the site of the Project. ICL is the freehold owner of land and the party with the benefit of rights (including rights of way) in respect of which the Applicant is seeking powers of compulsory acquisition, namely: the permanent acquisition of all interests in part of the land at Frodsham Marsh Lagoon (registered in the name of ICL under Title Nos. CH482562 and CH190035) (plots 5-3 and 5-4); and the power to extinguish, suspend and override certain private rights and easements which ICL has in land owned by third parties which is required to be assembled for the Project (plots 3-36, 3-41 and 3-43 [agricultural land to the west and south west of Frodsham Marsh Lagoon and east of Brook Furlong]; plots 5-1, 5-2, 5-5, 5-6, 5-7 and 5-9 [agricultural land adjoining Frodsham Marsh Lagoon, together with the accessway/track known as Weaver Lane]; and plots 5-15, 5-17, 5-19, 5-20 and 5-23 [private road leading to Frodsham substation (also known as the SPEN substation), the substation itself and the bed & banks of the River Weaver]).

ICL is noted in the Applicant's Pre-Application Land and Rights Negotiations Tracker (ref. EN010153/APP/4.4) in respect of its freehold interest in plots 5-3 and 5-4, with the relevant land being at the southern end of Frodsham Marsh Lagoon. In particular, in the '*status of negotiations with land interest*' column of the Tracker, the Applicant summarises the position at the time of submission of the Application as follows: "*the land is needed as part of the flexibility required for delivery of the SPEN Cable Connection (overhead line) and associated landscaping, and [...] engagement will continue as the design of this connection continues and the exact nature of [the] rights required is confirmed*". Given the purpose for which the land is needed, we consider that permanent acquisition of all interests in the land (rather than the acquisition of a permanent right/s) is entirely disproportionate and far in excess of what is reasonably required.

Furthermore, owing to the historic land use at Frodsham Marsh Lagoon, activities at the site are regulated, particularly with regard to intrusive, construction-related works. In the circumstances, control (and ownership) of the land ought to remain with ICL, albeit it is accepted that the Applicant will need to secure the grant of certain rights to facilitate the delivery of the connection between the on-site substation for the Project and the Frodsham substation. ICL is amenable to discussing this matter further with the Applicant and the precise details of the land rights required for delivery of the Project.

It is critical that ICL's rights of access to Frodsham Marsh Lagoon are not compromised or interfered with during the construction and operational life of the Project. These rights are primarily secured in a deed of grant of easements dated 29 September 2022 entered into between Frodsham and District Wildfowlers Club Limited (the "**Grantor**") (1) and ICL (2) (the "**2022 Deed**").

The rights granted by the 2022 Deed include a right of way with or without vehicles along the "Track" (as defined) at all times and for all purposes connected with the "Permitted Use", this being the ongoing and future business operations at ICL's chemical production and waste facility at Runcorn. The Track follows the boundary of plot 5-5 creating access points at the northern and southern ends of Frodsham Marsh Lagoon, with the southern access point being off Weaver Lane. Weaver Lane (a private road which connects into the public highway at Ship Street) forms part of the Track and is included within the Order Limits for the Project (plots 5-2, 5-6, 5-8, 5-10, 5-11 and 5-12).

The above-mentioned right of way is exercisable by ICL over that part of Weaver Lane which is included in plots 5-2 and 5-6. As regards plots 5-8, 5-10, 5-11 and 5-12 (this being the section of Weaver Lane which runs from the connection point with the public highway at Ship Street), the 2022 Deed grants ICL (having regard to whatever right, title and interest the Grantor has in the relevant land (by prescription or otherwise)) a right to pass and repass over and along the said section of Weaver Lane for the purpose of gaining access to and egress from the Track in connection with the Permitted Use.

Furthermore, ICL is the beneficiary of rights of entry and rights relating to support and to the use of service installations over the private road leading to Frodsham substation (plots 5-19, 5-20 and 5-23), which in turn provides another access point into and egress from the northern section of Frodsham Marsh Lagoon via the Bailey Bridge which links West Clifton Lagoon (which is owned by INEOS Fluor Limited ("**IFL**") and located adjacent to, north/north-west of Frodsham substation) and Frodsham Marsh Lagoon.

For the most part, the Applicant is seeking the permanent acquisition of new rights over those land parcels in respect of which ICL has a private right or easement. The new rights include: (a) a right of access to pass and repass on foot, with or without vehicles, plant and machinery; (b) rights of access, use and improvement of existing access roads and tracks; (c) rights to install cables; and (d) rights to connect such cables to the Frodsham substation. ICL's private rights have not been granted on an exclusive basis, rather they have been granted subject to certain specified reserved rights and in common with the Grantor and any other persons authorised by them. As such, the accessways/routes over which ICL's private rights are exercisable are already shared.

Noting the nature of the new rights which the Applicant is seeking to secure, ICL considers it perfectly feasible that with careful management of the relevant accessways/routes the different sets of rights can co-exist such that there is no necessity for ICL's private rights to be extinguished or suspended. In circumstances where there is the potential for interactions between the exercise of different sets of rights, but such interactions are capable of being appropriately managed and de-risked, resorting to the use of powers which cause certain of the rights to be extinguished or suspended cannot be justified. We strongly encourage the Applicant to explore an alternative and more proportionate strategy.

We note from the Book of Reference submitted with the Application (Ref: EN010153/APP/4.3) that IFL is recorded as a 'Category 2' person in respect of plot 5-3 with regard to rights and easements contained in a deed of further assurance dated 9 January 2001. This land parcel (registered under Title No. CH482562) is owned freehold by ICL. Both IFL and ICL are Ineos group companies and plot 5-3 is already the focus of this Relevant Representation. Accordingly, we do not propose to submit a separate representation in the name of IFL or request that they be granted 'Interested Party' status. To the extent required, ICL will act on behalf of IFL and make any necessary representations on the company's behalf.

ICL would welcome the opportunity to engage positively with the Applicant in respect of the matters raised in this Relevant Representation in order that the need for compulsory acquisition in respect of ICL's land interests can be avoided.

We respectfully request that ICL is registered as an Interested Party in the examination of the Application and that regard is had by the Examining Authority to this Relevant Representation. ICL reserves the right to add to and expand upon the matters contained herein as the examination progresses.

**Eversheds Sutherland (International) LLP**

**28 August 2025**

We are instructed to make this Relevant Representation on behalf of INOVYN Enterprises Limited ("**IEL**") in respect of the application for an order granting development consent (the "**Application**"), submitted by Frodsham Solar Limited (the "**Applicant**"), to authorise the construction, maintenance and operation of the Frodsham Solar Farm (the "**Project**").

IEL has the benefit of an Option to enter into a Deed of Grant dated 22 November 2013, entered into between The Manchester Ship Canal Company Limited (1) Peel Water Services Limited (2) and IEL (formerly Ineos Enterprises Limited) (3) (as varied by a Deed of Variation dated 21 November 2017) (the "**Option**").

The Option relates to the construction, maintenance and use of a pipe and outfall for the discharge of saline water into the Manchester Ship Canal (the "**MSC**") at Weston Point, Runcorn, and is registered against land in respect of which the Applicant is seeking powers of compulsory acquisition, namely: the permanent acquisition of all interests in land (plots 3-25 and 3-31; registered under Title No. CH537888) (the "**MSC Co. Land**") for the purpose of constructing the ground mounted solar photovoltaic generating station itself; works to lay electrical and communication cables; and green infrastructure works.

The Option provides IEL with the ability to discharge saline water into the MSC at a faster rate than it can be processed on site in circumstances where new gas/hydrogen storage caverns are required to be created at the company's Northwich site (Brine Purification Plant) at Lostock Gralam, with this site's operations being focused upon the solution mining and processing of brine for supply to the INOVYN site at Runcorn. The brine which is supplied to the Runcorn site is used as one of the key raw materials for the production of chlorine, caustic soda, chlorinated derivatives and food grade salt. The Northwich site pumps around 30 million cubic metres of water every year, with some 2.5 million tonnes of salt being solution mined.

In light of the above, safeguarding IEL's ability to require the entering into of a Deed of Grant in respect of the pipe and outfall is a business critical requirement which will be jeopardised in the event of the Applicant being permitted to compulsorily acquire all interests in MSC Co. Land.

We note that there is no reference to IEL in the Applicant's Pre-Application Land and Rights Negotiations Tracker (ref. EN010153/APP/4.4). Accordingly, a resolution in respect of this specific matter is currently outstanding and timely discussions are required between the parties if there is to be any prospect of reaching a resolution during the examination.

IEL would welcome the opportunity to engage positively with the Applicant in respect of the Option and, in particular, the interface (from a works and construction programme perspective) between the Project and the proposed pipe and outfall should IEL decide to exercise the Option (noting that the period for doing so is currently running and will expire in November 2027). We are instructed that it is IEL's current intention to exercise the Option before the option period expires.

We respectfully request that IEL is registered as an Interested Party in the examination of the Application and that regard is had by the Examining Authority to this Relevant Representation. IEL reserves the right to add to and expand upon the matters contained herein as the examination progresses.

**Eversheds Sutherland (International) LLP**

**28 August 2025**