

Statement read out on behalf of INOVYN Chlorvinyls Limited

CAH1 – Agenda Items 3(b) & 3(c)

To date my client has been an active participant in the examination of the application for development consent for the Project – having submitted a relevant representation, followed by a written representation, containing a detailed explanation of its concerns. Furthermore, submissions were made on my client’s behalf at the Open Floor Hearing held on the 4th of December 2025.

Most recently my client responded to the Examining Authority’s first written questions providing an update on its continuing engagement with the Applicant and a summary of the matters outstanding, as well as my client’s residual concerns in respect of the compulsory acquisition powers being sought through the Applicant’s draft Development Consent Order.

It is with some considerable disappointment that I must report that the position remains as previously stated in my client’s written submissions and that no further progress has been made by the Applicant towards concluding a voluntary agreement with my client since Deadline 2 – that being the 19th of January 2026.

Negotiations in respect of the terms of an Option Agreement and draft Deed of Easement have been stalled since before Christmas pending receipt of an undertaking in respect of my client’s legal costs, together with a suitable plan for appending to the Option Agreement which identifies an ‘option area’ / maximum easement corridor or strip of an appropriate and reasonable width as opposed to the entirety of the land within plots 5-3 and 5-4, this being the land at Frodsham Marsh which is within my client’s freehold ownership and which has been identified by the Applicant for permanent acquisition on the Land and Crown Land Plans.

My client has made plain the requirement for any voluntary agreement with the Applicant to secure certain critical items, absent which it will need to request and pursue changes to the draft Development Consent Order in order to protect its position. I shall take the next few minutes to summarise those proposed changes, but intend to follow up with a detailed set of written submissions in respect of the same at Deadline 4.

[Post Hearing Note: it is our current intention to provide these details (if required) at Deadline 5]

In the first instance, my client submits that a compelling case for permanent acquisition of the land within plots 5-3 and 5-4 has not been made out. Absent the requisite justification, the power conferred under Article 21 of the draft Development Consent Order should not be permitted to extend to the land which is owned by my client and an express acknowledgement of this restriction on the exercise of the Applicant’s powers of compulsory acquisition should be included on the face of the Order.

Similarly, my client requests that a restriction in the same terms is placed on the exercise by the Applicant of the powers of temporary use of land for constructing and maintaining the Project, subject of Articles 30 and 31.

[Post Hearing Note: regarding the submission that a compelling case for permanent acquisition of the land within plots 5-3 and 5-4 has not been made out, and that the Applicant has failed to provide any evidence in this regard, we note that the Indicative Operational Site Layout Plan (Figure 2-2 of the Environmental Statement: Volume 3) [APP-106] shows no works being carried out and retained on the land within plots 5-3 and 5-4. On this basis, it can reasonably be concluded that the land within the said plots isn’t needed for the Project and the development for which consent is sought. It follows that the power conferred under Article 21 of the draft Development Consent Order should not be permitted to extend to the land within plots 5-3 and 5-4 and that our client’s requests to restrict the exercise of the Applicant’s compulsory acquisition and temporary possession powers are justified and should be actioned]

In the alternative, but without prejudice to my client’s primary submission, should it be concluded that the exercise of powers of compulsory acquisition in respect of the land within plots 5-3 and 5-4 is capable of justification, it is considered that permanent acquisition of the land is entirely disproportionate and far in excess of what is reasonably required.

Having regard to the purpose for which the land is said to be needed, namely for the installation of electrical and communication cables to facilitate delivery of the connection between the on-site substation for the Project and the Frodsham substation (also known as the SPEN substation), the Applicant's powers of compulsory acquisition ought to be limited to the creation and acquisition of new rights and restrictions under Article 23. This would necessitate an update to the table contained in Schedule 7 to the draft Development Consent Order, as well as an amendment to Sheet 5 of the Land and Crown Land Plans whereby plots 5-3 and 5-4 would be turned from pink to blue.

The written submissions I propose to make at Deadline 4 will include specific details of the purposes for which the new rights and restrictions would be acquired.

[Post Hearing Note: it is our current intention to provide these details (if required) at Deadline 5]

Wherever possible, my client would seek to mirror the rights contained in the Applicant's draft Deed of Easement subject to the cable rights granted being limited to rights of 'oversail' for overhead lines only. As my client has previously submitted, it is not agreeable to the installation and retention of permanent Project infrastructure in the land at Frodsham Marsh.

Finally, I turn to my client's existing rights of access, and to support and service installations, over and in the Order Land, together with those of INEOS Fluor Limited. My client requests that the Applicant gives a binding commitment – pursuant to sub-paragraph (6) of Article 24 of the draft Development Consent Order – not to extinguish or to suspend these existing rights.

If such a binding commitment cannot be secured from the Applicant now, my client requests that an express carve out is included on the face of the Order confirming that Articles 24 and 27 will not apply in relation to any right which is currently vested in or belonging to my client, or to INEOS Fluor Limited.

That concludes my submissions unless I can be of further assistance.