

Fieldfisher LLP ("**Fieldfisher**") act for the British Pipeline Agency Limited ("**BPA**") as agents for Prax Downstream UK Limited ("**PDUK**") and Prax Lindsey Oil Refinery Limited (in liquidation) ("**PLOR**"). PDUK and PLOR together are referred to as Prax and reference to BPA is used to refer to BPA in their capacity as agents for BPA.

References to "**Pipeline**" are to be interpreted in line with the definitions in RR-038.

This submission is further to the representations made by and on behalf of Prax to date. This submission constitutes a short update outlining the significant concerns held by Prax a result of the Project. Prax's position remains largely as set out in its submissions made to date, including RR-038 and AS-129.

Although Prax do not object to the Application in principle, Prax continue to have significant concerns as outlined to date. Until such time as those concerns are adequately addressed, Prax has no choice but to maintain its objection to the Application.

1. Risks to Prax / the Pipeline

- 1.1 Prax's Pipeline forms part of a pipeline network comprising critical national infrastructure which has the ability to supply key end users including both Heathrow and Gatwick Airport. The Pipeline therefore forms a key part of the national fuel security / resilience matrix and its continued safe, uninterrupted use, operation and maintenance is vital.
 - 1.1.1 To date, there has been no genuine consultation by the Applicant in respect of the fundamental and obvious risks which the Project poses to BPA / Prax (risks which are particularly pertinent given the current global focus on fuel security). We enclose, at Annex A, a timeline showing the engagement between Prax / the Applicant / their respective agents to date.
 - 1.1.2 Failure to address these risks adequately could lead to catastrophic consequences as a result of the potential for accelerated corrosion of the Pipeline (which, if resulting in instability or rupture) would have a significant impact not only on the national fuel supply but also on the environment.
 - 1.1.3 Until such time as meaningful and substantive progress is made in respect of ascertaining the fundamental risks posed by the Project and the mitigation required and to be facilitated by the Applicant, BPA / Prax have no comfort in respect of the following:
 - (a) ensuring that Prax's existing land rights and ability to deal with the Pipeline will not be sterilized or interfered with save by agreement;
 - (b) that there will be no interference (either in the short or long term) with the Pipeline or BPA/Prax's ability to access, use, repair, maintain, repair and replace it in line with its contractual, statutory and regulatory requirements;
 - (c) that Prax will be indemnified in respect of any damage to the Pipeline and any claims relating thereto (especially in light of the fact that the Pipeline is critical to the UK fuel supply and energy security);
 - (d) that there will be no working over or in close proximity to the Pipeline without BPA/Prax consent not to be unreasonably withheld;

- (e) that any and all safeguards agreed will benefit not only BPA/Prax but also the successors in title to the ownership / operatorship of the Pipeline (given that Prax intends to sell this asset).
- 1.2 Prax would be happy to work with the Applicant to reach a pragmatic solution, but this does require a genuine commitment by the Applicant to engage with the issues that Prax has raised. The parties have spoken directly on 10 March 2026 and further testing in relation to the concerns raised by Prax will be carried out (albeit there remains no meaningful progress as yet). It remains of paramount importance that the safety of the Pipeline and, by extension, national fuel infrastructure is protected along with Prax's land rights and interests.

2. Protective Provisions

- 2.1 As set out in AS-129, the information provided by the Applicant to date is incorrect and insufficient. As a result, Prax is unable to assess whether:
- (a) The Pipeline can be crossed safely (including in compliance with British Safety Standards and compliance with the Pipeline Safety Regulations 1996)
 - (b) If the Pipeline *can* be crossed safely what mitigation works might be required
 - (c) Whether the dDCO can in fact deliver the rights necessary to Prax to carry out any necessary mitigation
 - (d) Whether the necessary mitigation works would incur significant works and consequently cost which would need to be forward funded
- 2.2 As a result, the generic protective provisions provided by the Applicant which are based on the assumption that any risk can be dealt with within the Order rights and pursuant to a standard method statement / consent procedure post vesting fails to address or acknowledge the points summarised above.
- 2.3 At the one all parties call in November 2025, Fieldfisher confirmed that stand-alone protective provisions could be drafted but that these would need to be widely drafted, in order to prohibit any works / energisation over the Pipeline until proven safe and no threat to the integrity thereof.
- 2.4 Given the issues outlined above BPA / Prax consider it more appropriate to negotiate stand-alone bespoke protective provisions as suggested to the Applicant in the all-parties call on 26 November 2025. Bespoke draft protective provisions were sent to the Applicant's solicitors on 18 March 2026.

3. Status of the Pipeline

- 3.1 At CAH2, the Examining Authority requested confirmation as to whether the Pipeline formed part of the Core Fuel Sector for the purposes Sections 268 and 269 of the Energy Act 2023 (the "**EA 2023**").
- 3.2 The Pipeline transports gasoline, diesel and jet fuel to key end users including both Heathrow and Gatwick Airport, which includes crude oil-based fuels. As such, the fuel transported by the Pipeline includes "core fuels" as defined in section 268(4) EA 2023.
- 3.3 *Section 269 EA 2023 also applies to Prax as—*
- (a) *Prax is a person carrying on core fuel sector activities in the course of a business which has capacity in excess of 500,000 tonnes;*

(b) the Prax owned facility has capacity in excess of 20,000 tonnes.

3.4 In accordance with section 269(3) and section 269(4) EA 2023, where there is disruption to, a failure of, or significant risk of disruption to, or a failure of, continuity of supply of core fuels, the Secretary of State may direct a person to whom this section applies to do anything in relation to the person's relevant activities or assets which the Secretary of State considers necessary or expedient for the purpose of

- (a) restoring continuity of supply of core fuels
- (b) counteracting the disruption or failure, or its potential adverse impact
- (c) reducing the risk
- (d) reducing the potential adverse impact of the disruption or failure.

3.5 Whilst Prax is likely to benefit from the statutory protections afforded by Part 12 EA 2023, Prax remains committed to working pragmatically with the Applicant to adequately address Prax's significant concerns but cannot do so unilaterally.

3.5.1 As a matter of priority, BPA / Prax require the Applicant to engage in order to adequately assess the potential risks posed to the Pipeline and Prax's continued ability to operate, access, repair, remain and repair it during and after construction of the Project and for the Applicant to guarantee that all necessary mitigation measures and land rights necessary to protect the Pipeline (and by extension the environment) from risk of harm over the short and long term, can be delivered by the Order and within the Order limits.

4. Technical Meetings

4.1 Also at CAH2, the Examining Authority requested confirmation of when the technical meetings between Prax and the Applicant are due to be held, in order to identify appropriate safety parameters to inform the basis of any protective provisions to ensure that Prax's interests are addressed.

4.2 In that regard, we can confirm that a 30-minute call has been scheduled by the Applicant's agents AECOM on 24 March 2026 to discuss the technical issues raised by Prax.

5. BPA and Prax continue to need to reserve the right to make further representations (including whether to object in principle to the DCO) during the Examination for the reasons outlined above.

Annex A – Timeline of Engagement

Timeline of correspondence / engagement with the Applicant

Please note that all correspondence sent prior to 21 October 2024 is likely to have been sent to Prax Lindsey Oil Refinery Limited ("PLOR") and/or Prax Downstream UK Limited ("**PDUK**") (together "**Prax**") directly. PLOR is in liquidation and its liquidators have only recently authorised BPA to act as agents in this matter.

BPA can only confirm matters in their own knowledge including correspondence it received and sent from 21 October 2024 onwards (being the timeframe from which Fosse Green Limited and its agents started to include BPA as addressee in respect of the Project).

Date	Form of Correspondence	Details
26/10/2023	Meeting – MS Teams	Fosse Green Update Meeting 1 Project Introductions. Details of statutory consultation shared. Receive key Council contacts.
01/11/2023	Email	Details of proposed permissive paths shared and comments received.
08/08/2024	Letter	Land Interest Questionnaire issued

Date	Form of Correspondence	Details
22/08/2024	Letter	Land Interest Questionnaire chaser issued
18/09/2024	Email	Email chasing a response for the Land Interest Questionnaire
21/10/2024	Letter	S42(d) – Notice of statutory consultation issued.
07/03/2025	Email	Email chasing a response for the Land Interest Questionnaire
02/04/2025	Meeting – MS Teams	Details of the proposed cable corridor shared and comments received. Aecom (as agent for the Applicant) agrees to supply to BPA exact locations and design information in respect of the proposed crossing of the Prax Pipeline
02/06/2025	Email	BPA chases Aecom for location and design information (pursuant to 02/04/25 email)
18/09/2025	Letter	S56 – Notice of acceptance of DCO application

Date	Form of Correspondence	Details
22/08/2025	Email	WBD write to FF to confirm they act for the Applicant and to supply a generic set of protective provisions (relevant to statutory undertakers only)
07/09/2025 – 16/9/2025	Emails	<ul style="list-style-type: none"> • WBD chase FF for response to 22/08/25 email • FF confirm they are not yet instructed
22/09/2025	Email	BPA chases Aecom for specific 'location and design information (pursuant to 02/04/25 email)
30/09/2025		BPA chases Aecom for specific 'location and design information (pursuant to 02/04/25 email)
02/10/2025	Relevant Representation (RR-039)	Relevant Representation received following submission of the application from FF on behalf of British Pipeline Agency Ltd for Prax Lindsey Oil Refinery Ltd
07/10/2025	Email	BPA chases Aecom for specific 'location and design information pursuant to 02/04/25 email

Date	Form of Correspondence	Details
10/10/2025	Emails	<ul style="list-style-type: none"> • BPA chases Aecom for specific 'location and design information pursuant to 02/04/25 email) • Aecom send holding response re location and design information
13/10/2025	Email	Aecom respond to BPA with confirmation that the crossing angle will be at 60 degrees (or greater to the Pipeline) and to supply generic crossing information relating to typical 400kv crossings
22/10/2025	Email	BPA email Aecom to confirm that a specific risk assessment is needed (specifically in respect of AC interference)
24/10/2025	Email	Aecom respond to say that the " <i>modelling [BPA] have requested would be undertaken post-consent</i> " but to offer the potential for protective provisions to be agreed in the interim
24/10/2025	Relevant Representation (RR-038)	FF on behalf of British Pipeline Agency Limited for two Prax Entities.

Date	Form of Correspondence	Details
05/11/2025	Email	FF emailed Relevant Representations RR-038 and RR-039 to WBD confirming FF were now instructed and requesting an urgent all parties meeting.
25/11/2025	Email	FF email WBD to refer to the Inspectorate's request for the Parties to act urgently in respect of agreeing a statement of common ground and request engagement on that front
26/11/2025	Meeting – MS Teams	<ul style="list-style-type: none"> • Attended by legal representatives and project teams of both the Applicant and Prax. Details of the proposed cable corridor shared. • FF repeated significant safety concerns set out in Relevant Representation RR-038 as to whether the dDCO and Order Limits as drafted were sufficient to deliver the necessary rights and powers to protect this high pressure Nationally Significant fuel pipeline given that to date no risk assessment as to what (if any mitigation) might be required has been carried out • The Applicant agreed to undertake specific modelling of AC interference as a matter of urgency. • The Applicant agreed that it would be difficult to negotiate protective provisions while the question of whether the Order limits were sufficient to deliver any mitigation remained open in the absence of a risk assessment.

Date	Form of Correspondence	Details
		<ul style="list-style-type: none"> FF pointed out that if a risk assessment was unlikely to be achievable in the necessary timeframe the Parties could simply agree protective provisions which confirm that the Proposed Development will not be constructed or energised over the Prax Pipeline until the Parties had (acting reasonably) agreed on how this could be done safely and referred WBD to protective provisions agreed in respect of the Net Zero Teesside DCO.
5/12/2025	Email	<ul style="list-style-type: none"> BPA provide Aecom with further detail of the Prax Pipeline, including the location of cathodic protection post locations. BPA request an update on when modelling data will be provide to BPA.
09/12/2025	Email	FF chase WBD as a matter of urgency in respect of the requested risk assessment and to ask for cost cover
17/12/2025	Email	<p>WBD confirm that:</p> <ul style="list-style-type: none"> AC modelling is "ongoing" and that a draft of the PPs could be provided subject to the risk assessment Cost cover limited to £6,500 is all that will be offered in respect of Prax's legal fees
29/12/2025	PDA-004	Request to participate in Compulsory Acquisition Hearing 1 (CAH1) and requests to participate in issue specific hearing 2 (ISH2)

Date	Form of Correspondence	Details
07/01/2026	Email	FF send WBD an updated version of the plot interactions' table highlighting where plots relevant to Prax are still missing from the Book of Reference together with title references
08/01/2026	Hearing – CAH1 and ISH2	At ISH2, the Applicant confirmed that the risk assessment relating to the Prax Pipeline would be available for Prax's review by 16.01.2025
16/01/2026	Email	FF requested an update on the risk assessment information due to be provided by 16/01/2026 (but which remains outstanding)
19/01/2026	Written Representation – REP1-087	
19/01/2026	Post Hearing Submission – REP1-085	Post hearing submission following CAH1.
19/01/2026	Post Hearing Submission – REP1-086	Post hearing submission following ISH2.
20/1/2026	Email	BPA chase Aecom for modelling data

Date	Form of Correspondence	Details
29/01/2026	Email	WBD provide FF with a copy of the completed AC modelling report.
11/02/2026	Meeting	<ul style="list-style-type: none"> • Following review of modelling data BPA's engineers consider the modelling data insufficient and incorrect. • Meeting between Aecom and BPA to discuss AC modelling report. It was discussed that Aecom would re-run and re-issue the modelling.
20/02/2026	Email	Draft protective provisions provided to FF by WBD (these are based on the assumption that the Project does not pose an unacceptable risk to the Pipeline)
20/02/2026	Email	<p>Email from FF to WBD outlining that</p> <ul style="list-style-type: none"> • as it made clear to AECOM on 11 February 2026): <ul style="list-style-type: none"> (A) the data provided is currently insufficient to support those assumptions; and (B) the data provided to date demonstrates that there is a material safety risk to the Pipeline; • The owner of the Pipeline is Prax and BPA are employed as their agents (Please refer to the detail set out in the first paragraph of RR-038). Any PP's therefore need to benefit Prax and its agents / operators and successors.
24/02/2026	Email	Amended protective provisions provided to FF by WBD together with an undertaking (subject to non-standard assumptions) for £6,500 plus irrecoverable VAT

Date	Form of Correspondence	Details
24/02/2026	Additional Submission – AS-129	Additional submission by BPA / Prax enclosing BPA's technical note as well as BPA's additional comments to the Applicant's responses contained in REP2-032.
24/02/2026	Email	<p>Email from FF to WBD providing a copy of AS-129 which sets out BPA/Prax's concerns in respect of both the risk analysis data provided by the Applicant and the draft protective provisions.</p> <p>The document provided to WBD confirmed that the mathematical basis of the calculations underlying the risk data provided is incorrect because AC current density calculation is inherently incorrect - If the disc is placed at a depth which is much larger than its radius a (say 1 m), with both sides exposed to the soil, then its resistance is reduced by half, i.e., $R = \frac{\rho}{4d}$. However, we assume that the coupon is glued to the coating. Therefore, the other face will not be exposed to the soil, and the disc behaves as if it is at the surface of the soil. See the attached paper for discussions about defects in pipelines.</p> <p>Therefore, if a 1 cm² (bare) coupon is placed at a target pipeline in contact with a soil with a local resistivity r and connected to the pipeline, the coupon will experience a leakage current:</p>

Date	Form of Correspondence	Details
		$I = \frac{2dV}{\rho}$ <p>And the leakage current density for a disc area $S = p \frac{d^2}{4}$ will be:</p> $J = \frac{I}{p \frac{d^2}{4}} = \frac{2dV}{\rho p \frac{d^2}{4}} = \frac{8V}{\rho p d}$
09/03/2026	Email	<p>Email from WBD to FF outlining that:</p> <ul style="list-style-type: none"> • The Applicant's technical team will be liaising directly with BPA/Prax • The Applicant expects the soil sampling to be undertaken on Thursday 12 March and that the model will be updated by w/c 16 March • Any draft protective provisions will be subject to the final outcome of the remodelled risk assessment and whether any mitigation is deemed to be required • The Applicant does not intend to cover BPA/Prax's costs in relation to various engagement including liaising on the SoCG

Date	Form of Correspondence	Details
09/03/2026	Email	<p>Email from FF to WBD outlining (inter alia) that:</p> <ul style="list-style-type: none"> • Prax is not a statutory undertaker and do not benefit from their statutory rights and powers • Prax does therefore need bespoke provisions and agreement relating to the crossing area • The fact that the Applicant has not been able to provide correct or sufficient safety data means that Prax needs to maintain its objection to the dDCO as drafted • It is standard to expect to recoup costs related to engaging with the DCO (including liaising re safety data and SOCG) • Prax is compelled to engage with the dDCO to this extent due to the Applicant's continued failure to engage.
10/03/2026	Meeting	Meeting between the AECOM and BPA confirming that further tests will be carried out albeit no meaningful progress as yet
18/03/2026	Email	Email from FF to WBD attaching draft protective provisions in line with the timeline proposed by FF at CAH2.