

The Planning Inspectorate
c/o QUADIENT
69 Buckingham Avenue
Slough
SL1 4PN

Riverbank House
2 Swan Lane
London EC4R 3TT
T +44 (0)330 460 7000
F +44 (0)20 7488 0084
E info@fieldfisher.com
CDE 823

www.fieldfisher.com

By Fosse Green DCO Portal

Our ref: CC33/CC33/UK01-000162-00367/138090655 v1

██████████
Director
██████████ (Direct Dial)
██████████ (Mobile)
██████████@fieldfisher.com

24 March 2026

Dear Planning Inspectorate

Fosse Green Energy Limited (the "Applicant") Development Consent Order (EN010154) (the "Application") Deadline 3A Submission

Fieldfisher LLP ("**Fieldfisher**") continue to act for BPA as agents for Prax Downstream UK Limited (in liquidation) and Prax Lindsey Oil Refinery Limited (in liquidation) (together being herein referred to as "**Prax**") and any reference to '**BPA**' should be interpreted as a reference to BPA acting on behalf of and as agents of Prax. Any reference to "**dDCO**" "**Order**" "**Order Limits**" "**Pipeline**", "**Project**" and "**Project Works**" are to be interpreted in accordance with the definitions in AS-129.

In accordance with the Examining Authority's procedural decision dated 22 August 2025 (PD-005), it is expected that all final and signed Statements of Common Ground together with agreed or partially agreed bespoke protective provisions would be available without fail for incorporation into the dDCO no later the midpoint of the examination, being 24 March 2026 (Deadline 3A).

1. Statement of Common Ground ("SoCG")

- 1.1 In accordance with the Examining Authority's expectations, we attach the draft SoCG amended by BPA / Prax at Annex A.
- 1.2 The draft SoCG was returned to the Applicant's solicitors on 26 February 2026 by Fieldfisher and it was not until 19 March 2026 that the Applicant provided further comments on the draft SoCG.
- 1.3 The revised draft SoCG contains significant amendments from the version sent to the Applicant's solicitors on 26 February 2026. Importantly these revisions do not reflect that:
 - 1.3.1 BPA/Prax has submitted draft protective provisions in line with commitments made at CAH2;

- 1.3.2 the Applicant has not adequately consulted with BPA/Prax to consider and mitigate the risks of the interaction of the Project with the Pipeline and therefore does not have sufficient reliable data to evidence:
- (a) that the Project can be delivered safely; or
 - (b) that that any necessary mitigation can be delivered by the Order rights within the Order limits; or
 - (c) that the Project will have "no likely effect" on the Pipeline (indeed BPA/Prax are of the opinion that this statement is incorrect and that the Project will indeed have a material adverse impact on the Pipeline as set out further in AS-129)

2. Draft Protective Provisions (drafted on behalf of Prax)

- 2.1 We also attach an Annex B, draft protective provisions based on those published within the Net Zero Teesside DCO (for Exolum). These were originally sent to the Applicant's solicitor on 18 March 2026 in accordance with the timetable proposed at CAH2.

3. Update re negotiations on Protective Provisions

- 3.1.1 On 26 November 2025, (the only all parties meeting offered by the Applicant to date), Fieldfisher explained that unless and until such time that adequate safety analysis could be carried out in relation to the impact of the Project on the Pipeline, the Applicant would not be in a position to confirm whether significant works outside of the Order Limits/ powers would be required in order to adequately and safely protect the Pipeline.
- 3.1.2 Fieldfisher confirmed at that meeting, that it would be happy to create bespoke draft protective provisions based on the Net Zero Teesside DCO (EN010103). Soley in this context that Fieldfisher referred to the precedent protective provisions for private pipeline operators within the Net Zero Teesside DCO by way of example including those benefitting CATS North Sea Limited.
- 3.1.3 The Applicant's solicitor together with Fieldfisher agreed that in the absence of the necessary data (in respect of the impact of the Project on the safety of the Pipeline) progress in respect of the draft protective provisions would be problematic. The Applicant's solicitor therefore confirmed that protective provisions could not usefully be negotiated in the absence of any meaningful risk analysis which would thereafter be prioritised.
- 3.1.4 BPA / Prax continued to chase the Applicant (and its agent, AECOM) for the basis on which that safety data would be provided. Fieldfisher similarly chased the Applicant's solicitor and urged engagement in that regard as can be seen in the timeline engagement submitted as part of the written representation submitted on behalf of Prax on 20 March 2026.
- 3.1.5 The sole response as to the basis on which the safety data to be provided by the Applicant came from the Applicant's solicitor to Fieldfisher by way of email, confirming that the methodology and scope of that risk analysis had already been set. Risk data was eventually provided on 29 January 2026 and, as set out in AS-129, the data was both inadequate in its scope and incorrect in its calculations.
- 3.1.6 As outlined in AS-129, the risk analysis provided to date by the Applicant does not address the key issue as to whether the Project as drafted and the Order Limits as defined are sufficient to deliver any mitigation which might be needed in third party land, as is repeated throughout the submissions made by / on behalf of BPA / Prax to date.
- 3.1.7 The Applicant's solicitors provided draft protective provisions on 20 February 2026.

- 3.1.8 On 24 February 2026, the Applicant re-circulated the same draft protective provisions with minor name change amends.
- 3.1.9 On 24 February 2026, Fieldfisher confirmed to the Applicant's solicitor that the provisions provided were generic in nature and unsuited to govern the specific concerns relating to the crossing of an operational fuel pipeline.
- 3.1.10 On 9 March 2026, Fieldfisher made clear again to the Applicant's solicitors that the draft protective provisions were inadequate and that Prax required bespoke provisions and agreement relating to any area where the Project crosses the Pipeline.
- 3.1.11 At CAH2 Fieldfisher stated that it was happy to provide draft protective provisions based on precedented Net Zero Teesside protective provisions by 18 March (highlighting to ExA that these would need to include drafting to deal with the continued lack of critical safety data).
- 3.1.12 Accordingly, Fieldfisher supplied draft protective provisions to the Applicant's solicitor on 18 March 2026.
- 3.1.13 The only response to the draft protective provisions provided to the Applicant's solicitor on 18 March 2026 was an email from the Applicant's solicitor on 23 March 2026 stating that:

"Our understanding from Fieldfisher's representations at CAH1 and subsequent correspondence was that the draft protective provisions were to be based on those provided for CATS North Sea Limited in the Net Zero Teesside Order 2024. Accordingly, the Applicant has taken the approach of preparing draft protective provisions based on those provisions. However, Fieldfisher have since drafted protective provisions based on those provided for Exolum (Exolum Seal Sands Ltd and Exolum Riverside Ltd) in the Net Zero Teesside Order 2024 [...] As you will appreciate, given your client's preferred protective provisions have been provided only four working days in advance of the deadline for submission of agreed protective provisions to the Examination, the Applicant will be incorporating its preferred draft protective provisions and will explain the position in writing to the Examining Authority."

- 3.1.14 As evidenced by the transcript of CAH2 and the written representations within the project library, Fieldfisher did not require protective provisions based on those for CATS North Sea Limited at CAH2 or in any subsequent representation. In any event, the draft protective provisions provided by the Applicant are either not based on those precedented by CATS North Sea Limited in Net Zero Teesside or amended so significantly vis a vis pipeline protection as to be unrecognisable as such (we are happy to provide a tracked change version of those two documents if required).

4. Summary

- 4.1 At CAH2, Fieldfisher agreed that it would supply to the Applicant's solicitors' protective provisions based on a Net Zero Teesside precedent by 18 March 2026, which Fieldfisher has done.
- 4.2 Despite the Applicant's claims to the contrary, there has been no 'change of position' from BPA / Prax vis a vis the protections it is seeking, and it would like to see urgent engagement on its drafted protective provisions pursuant to the action points from CAH2 (EV8-002).
- 4.3 While we appreciate there is no legal basis to require cost cover the Applicant has to date only offered one undertaking on non-standard / unacceptable terms of £6,500 relating only to protective provisions (on the basis that that is what has been offered to statutory undertakers). In light of the Prax liquidation and the considerable technical complexities in this case, this untypical approach by the Applicant has not been helpful.

- 4.4 BPA / Prax continue to request that the Applicant now engage meaningfully 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.
- 4.5 As made clear at CAH2 and in subsequent representations, 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.
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.

Yours faithfully

Fieldfisher.

Fieldfisher

Annex A – draft Statement of Common Ground



FRONT COVER TO BE ADDED TO DOCUMENT

Planning Act 2008

The Infrastructure Planning (Examination Procedure) Rules 2010

Fosse Green Energy
Development Consent Order 202[]

Statement of Common Ground Between

Fosse Green Energy Limited and Prax Downstream UK Limited and Prax Lindsey Oil Refinery Limited (in liquidation) (jointly to be referred to as Prax)

Deadline:	
Planning Inspectorate Scheme Reference:	EN010154
Document Reference:	EN010154/EXAM/8.14
Author:	

Version	Date	Issue purpose
Issue 1	22 December 2025	First Draft
Issue 2	26 February 2026	Second Draft



TABLE OF CONTENTS

1.	Introduction.....	1
2.	Record of Engagement.....	5
3.	Matters agreed, not agreed or under discussion	11

Tables

Table 2-1: Engagement between the Applicant and Prax.....	5
Table 3-1: Land matters.....	11
Table 3-2: Pipeline matters.....	19



Statement of Common Ground

This Statement of Common Ground has been prepared and agreed by Fosse Green Energy Limited and Prax Downstream UK Limited and Prax Lindsey Oil Refinery Limited (in liquidation) (jointly to be referred to as Prax).

Signed on behalf of Fosse Green Energy Limited

Name:

Position:

Date:

Signature:

Signed on behalf of Prax Downstream UK Limited and Prax Lindsey Oil Refinery Limited (in liquidation) (jointly to be referred to as Prax)

Name:

Position:

Date:

Signature:

1. Introduction

1.1 Purpose of this document

- 1.1.1 This Statement of Common Ground (SoCG) relates to the application submitted to the Planning Inspectorate on 18 July 2025 (the Application) by Fosse Green Energy Limited (the Applicant) for a Development Consent Order (DCO) for the Fosse Green Energy solar project ("the Proposed Development").
- 1.1.2 This SoCG has been prepared by the Applicant and Prax Downstream UK Limited and Prax Lindsey Oil Refinery Limited (in liquidation) (jointly to be referred to as 'Prax') (together known as "the Parties") in respect of the Proposed Development.
- 1.1.3 This SoCG has been produced to confirm to the Examining Authority (ExA) where agreement has been reached between the Parties and where agreement has not yet been reached. This SoCG will be revised and updated as appropriate and/or required by the ExA at relevant examination deadlines.
- 1.1.4 Key issues discussed in this SoCG include matters relating to assets, infrastructure and land together with potential procedural inadequacies and significant concerns regarding health and safety issues
- 1.1.5 As set out at Section 3 of this SOCG Prax is not of the view that the Applicant is actively consulting or meaningfully addressing Prax's significant safety and other concerns relating to the Prax Pipeline (which is part of critical national infrastructure). Those concerns are as outlined in its Relevant Representations RR-038 and RR-039, the issues outlined in Prax's request to attend CAH1 and ISH2 (RDA-004) and the oral submissions made on behalf of Prax at CAH1 (EV3-002 – EV3-0005) and ISH2 (EV4-002 & EV4-003).
- 1.1.6 Prax has fundamental concerns relating to (inter alia) the lack of formal risk assessment relating to the proposed interaction with the Prax Pipeline, the ability for the Proposed Development to be carried out safely within the Order limits, the ability of the Order to deliver the necessary rights for any necessary mitigation, and the lack of agreement in respect of appropriate protective provisions and indemnities.
- 1.1.7 Whilst draft protective provisions were provided by the Applicant's solicitor on 20 February 2026, such provisions are based on results of the Applicant's own AC interference assessment dated 29 January 2026. (produced by AECOM) ("**the Risk Assessment**"). The Risk Assessment is considered defective by BPA/Prax (on the basis that the AC current density calculation is incorrect) and therefore the Risk Assessment cannot assess the risks relating to the proposed interaction with the Prax Pipeline.
- 1.1.8 Prax is of the opinion that the protective provisions provided are generic protections based on a format typically used for statutory undertakers. Given the fact that the Applicant has so far failed to provide an appropriate and adequate set of risk analysis data to show that the proposed crossing of the

Prax Pipeline can be carried out safely it is also difficult to assess how protective provisions could be meaningfully negotiated at this stage.

- 1.1.9 As set out in the procedural decision made by the ExA on 22 August 2025 **[PD-005]**, the ExA requires final and signed SoCGs to be submitted at the midpoint of examination. Further to this, the procedural decision dated 21 November 2025 **[PD-007]** includes Prax as a party with which the Applicant must enter into a SoCG.
- 1.1.10 Application document references are taken from the EN010154 – Fosse Green Energy Examination Library.
- 1.1.11 The Applicant's Legal representative is Womble Bond Dickinson LLP ("WBD")
- 1.1.12 Prax's legal representative via its agent the British Pipeline Agency Limited ("BPA") is Fieldfisher LLP ("FF")

1.2 The Proposed Development

- 1.2.1 The Application is for the construction, operation (including maintenance), and decommissioning of a ground-mounted solar photovoltaic (PV) electricity generating station with a capacity exceeding 50 megawatts, with battery storage, onsite substation, and associated infrastructure to generate and export/import electricity. The associated development includes, but is not limited to, access provision, battery storage, underground cabling, areas of landscaping and biodiversity enhancement, and a 400 kV underground Grid Connection Cable to connect the Proposed Development to the national electricity transmission network.
- 1.2.2 The Proposed Development will provide a significant amount of renewable energy over its 60-year operational lifetime supporting resilience, security and affordability of electricity supplies. It would be a critical part of the national portfolio of renewable energy generation that is required to decarbonise its energy supply quickly.
- 1.2.3 The Proposed Development will help meet the urgent need for this infrastructure to support “energy objectives, together with the national security, economic, commercial, and net zero benefits” as set out in the Overarching National Policy Statement for energy (NPS EN-1). As such it is infrastructure defined of critical national priority.

1.3 Parties to this Statement of Common Ground

- 1.3.1 To date there has been limited communication by the Applicant in respect of the Proposed Development (especially in respect of design and risk). The timeline of these interactions is shown at Table 2.1.
- 1.3.2 "Prax" refers jointly to Prax Downstream UK Limited and Prax Lindsey Oil Refinery Limited (in liquidation). Prax Downstream UK Limited is a private limited company in mineral oil refining. Prax Lindsey Oil Refinery Limited is a private limited company within mineral oil refining, wholesale of petroleum and petroleum products, and wholesale of fuels and related products and is the

owner of the Lindsey Oil Refinery to Buncefield fuel line together with all apparatus and equipment ancillary thereto (“Prax Pipeline”).

- 1.3.3 This Statement of Common Ground also refers to British Pipeline Agency Limited (BPA) which acts as agent for Prax to operate and maintain the Prax Pipeline and to act on its behalf in relation to the Proposed Development,
- 1.3.4 The Applicant is a partnership between Windel Energy Limited and Recurrent Energy.
- 1.3.5 Founded in 2018, Windel Energy is a privately held company dedicated to driving the transition towards a sustainable future. Specialising in the origination, development and integration of renewable energy projects and low-carbon disruptive technologies, Windel Energy is at the forefront of clean energy innovation.
- 1.3.6 With a portfolio exceeding 5 gigawatts of renewable power in various stages of development, Windel’s team of talented professionals bring a deep understanding and high level of expertise in land viability, electricity networks, planning (Town and Country Planning Act 1990, Developments of National Significance) and consenting for Nationally Significant Infrastructure Projects, legal processes and construction feasibility.
- 1.3.7 Windel Energy adopt a long-term ownership approach, ensuring the efficient operation and management of renewable assets. Leveraging an extensive network of relationships, institutional grade infrastructure and in-house industry expertise, Windel is committed to delivering impactful and enduring energy solutions.
- 1.3.8 Recurrent Energy, a subsidiary of Canadian Solar Inc, is one of the world’s largest and most geographically diversified utility-scale solar and energy storage project development, ownership, and operations platforms. With an industry-leading team of in-house energy experts, Recurrent Energy serves as Canadian Solar’s global development and power services business.
- 1.3.9 To date, Recurrent Energy has successfully developed, built, and connected 12 GWp of solar projects and more than 5 GWh of energy storage projects across six continents. As of September 30, 2025, its global pipeline includes approximately 23 GWp of solar power and 73 GWh of energy storage capacity. The company also has over 14 GW of solar and energy storage projects under operations and maintenance (O&M) contracts.

1.4 Terminology

- 1.4.1 In the tables in Section 3 of this SoCG, ‘Matters agreed, not agreed or under discussion’ are colour coded in column 5 and categorised as follows:
 - a. “Agreed” (green) indicates where the issue has been resolved;
 - b. “Not Agreed” (red) indicates a final position that a matter cannot be agreed; and



- c. "Under discussion" (amber) indicates where these points will be the subject of ongoing discussion wherever possible to resolve, or refine, the extent of disagreement between the Parties.

2. Record of Engagement

2.1 Summary of consultation

2.1.1 A summary of the meetings and correspondence that has occurred between the Applicant and Prax is set out in **Table 2-1**.

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). Table 2-1: Engagement between the Applicant and Prax

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
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

Date	Form of Correspondence	Details
		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
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) noting that Prax is not a statutory undertaker.
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 (FE20B848E)	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 'location and design information pursuant to 02/04/25 email)
10/10/2025	Emails	<ul style="list-style-type: none"> • BPA chases Aecom for 'location and design information pursuant to 02/04/25 email)

Date	Form of Correspondence	Details
		<ul style="list-style-type: none"> • 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 60 degreed or greater and to supply generic crossing information relating to 400kv crossings
22/10/2025		BPA email Aecom to confirm that specific risk assessment is needed in respect of AC interference
24/10/2025		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
24/10/2025	Relevant Representation (F7876C980)	FF on behalf of British Pipeline Agency Limited for two Prax Entities.
05/11/2025	Email	FF emailed Relevant Representations ██████████ and ██████████ 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

Date	Form of Correspondence	Details
		<p>proposed cable corridor shared.</p> <ul style="list-style-type: none"> • FF repeated significant safety concerns set out in Relevant Representation [REDACTED] 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 modelling of AC interference as a matter of urgency.. • The Parties discussed 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. • 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 CATS

Date	Form of Correspondence	Details
		pipeline as part 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
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	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)
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	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

3. Matters agreed, not agreed or under discussion

3.1 Land matters

Table 3-1: Land matters

Reference	Description of Matter	Prax Position	Applicant Position	Status
3.1.1	Engagement	<p>Prax is not currently of the view that the Applicant is engaging meaningfully with a view to addressing Prax's concerns as outlined in its Relevant Representation [REDACTED] as evidenced by:</p> <ul style="list-style-type: none"> • No risk assessment having taken place despite this having been requested by BPA in April 2025 and chased regularly since then • Despite the issue of potentially inadequate Order limits required for critical mitigation having been raised in its Relevant Representation on 24/10/2025 this had not been appreciated or acted on by the Applicant until repeated in the all parties meeting on 26/11/2025 • Very little engagement on agreeing reasonable cost cover 		

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>(which is particularly important given one of the Prax entities is in liquidation)</p> <p>BPA / Prax were provided with an AC modelling report on 29 January 2026. BPA/Prax have been advised by SESTech (developers of the CDEGS software used for the AC interference modelling in the risk assessment provided) that the AC current density calculation is incorrect. As a result, the risk assessment provided by the Applicant is defective and remains unacceptable to BPA/Prax on the basis that the incorrect calculations are vital to the assessment of risk on the Prax Pipeline (as BPA have outlined to Aecom).</p>		
3.1.2	Prax's position vis a vis the dDCO	<p>BPA/Prax have considerable concerns vis a vis the Project as has been addressed in their written and oral submissions. These include but are not limited to:</p> <p>(a) Risk assessments reasonably acceptable to Prax must demonstrate</p>		

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>that the Proposed Development can be carried out safely within Order limits; and</p> <p>(b) Formal agreement must be reached in terms of safeguarding Prax's continued ability to operate, access, repair, maintain, and replace the Prax Pipeline; and</p> <p>(c) Formal agreement must be put in place to ensure that all short-and long term mitigation measures and land rights necessary to protect the Prax Pipeline (and by extension, the environment) from the risk of harm can be delivered by the Order and within the Order limits as drafted; and</p> <p>(d) Formal agreement needed to indemnify Prax from damage caused to the Prax Pipeline together with any claims flowing therefrom; and</p> <p>(e) Acceptable protective provisions to be agreed.</p>		
3.1.3	Land rights	The Proposed Development will take place underground, in close proximity to the Prax Pipeline.	The Applicant notes that BPA do not object to the principle of the Proposed Development provided that a number of critical concerns can be met in terms of health and safety, potential damage to the Prax Pipeline and the retention of	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>Please see Prax's comments in 3.1.2 above</p> <p>Furthermore, Prax does not consider it proportionate to sterilise land rights relating to the Prax Pipeline within the Order limits and suggests that the Prax Pipeline and necessary rights of access are excluded from the ambit of the dDCO (sharing rights where appropriate).</p> <p>Prax reserves its position in terms of making further representations once further investigations have been carried out</p>	<p>critical land rights can be satisfactorily addressed, and acknowledges the objection to the proposed acquisition of land and rights in their current form.</p> <p>The Applicant has had one all-parties call with BPA regarding the potential for bespoke protective provisions to be included in the draft DCO [APP-016] but stated that this will follow and has agreed to undertake additional work to assess the potential risks to the Prax Pipeline.</p>	
3.1.4	Order Limits	<p>Prax is a private pipeline owner. As such it only has limited property rights derived from its deeds of grant in respect of the Prax Pipeline and cannot rely on the wide compulsory powers available to statutory operators. Therefore, if mitigation works are needed to protect the Prax Pipeline from damage and such works / rights fall outside the draft Order limits, the dDCO would not be able to guarantee that such rights could be delivered which in turn could pose an</p>	<p>Following discussion with Prax, it has been agreed that the Applicant will undertake an AC Interference Modelling Study to assess the risk to the Prax Pipeline from the cable, and confirm if mitigation is required and that it can be provided within the Order Limits.</p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		unacceptable health and safety risk to the Prax Pipeline as well as to the environment.		
3.1.5	Protective Provisions	<p>The draft DCO fails to include bespoke protective provisions for BPA/Prax. Adequate protective provisions must be put in place so as to safeguard the ability to access, operate, repair, maintain and replace the Prax Pipeline. BPA/Prax requires these to include provisions to ensure that:</p> <ul style="list-style-type: none"> • Appropriate indemnities and making good obligations are agreed in respect of any damage to the Prax Pipeline (to include cover for indirect and consequential loss bearing in mind that any damage would also affect supply of product). • Appropriate protective measures will be installed over any parts of the Prax Pipeline, which could be crossed as a result of the Project Works; and • Works over and in the vicinity of the apparatus will be agreed between the parties to ensure compliance with health and safety requirements and Prax's reasonable requirements ; and 	<p>The Applicant is currently in discussion with Prax regarding the nature and scope of the protective provisions to be included within the draft DCO [APP-016].</p> <p>The Book of Reference [APP-022] is accurate to HMLR records but the Applicant will engage with the Prax estates team to verify any missing rights and submit an updated Book of Reference at the appropriate examination deadline.</p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<ul style="list-style-type: none"> • That the Prax Pipeline is not to be relocated and that the safety and integrity and ability to move product through the Prax Pipeline is safeguarded at all times • Any replacement rights to be provided are to be at least as extensive as those enjoyed for the existing apparatus; and • That all costs incurred by BPA and Prax in terms of engaging or complying with the dDCO and any protective provisions or side agreements collateral therero including but not limited to putting in place measures to protect their existing apparatus, and obtaining or varying land rights will be met by the Applicant. <p>The importance of completing an overarching protective provisions agreement has been highlighted by the fact that it appears that not all of Prax's interests (including critical access and working rights) have in fact been identified and set out in the draft Order.</p>		

Reference	Description of Matter	Prax Position	Applicant Position	Status
		Draft protective provisions were provided to Prax's solicitors on 20 February 2026 but remain inadequate for the reasons set out above. The draft protective provisions are considered " <i>appropriate given the results of the AC interference assessment</i> " by the Applicant. As outlined above, BPA have been independently advised that the AC current density calculation in the Applicant's AC interference modelling report is incorrect. An accurate assessment of these risks is however vital to the assessment of the impact of the Project of the Prax Pipeline in order to assess whether it can be carried out safely within Order limits and pursuant to Order powers.		
3.1.6	Statement of Reasons		The Applicant will provide an amended Book of Reference [APP-022] and Statement of Reasons [APP-020] at Deadline 1 so they are consistent.	Under discussion
3.1.7	Works Plans	The DCO Application (specifically the Works Plan) does not include the information necessary for BPA/Prax to	Following discussion with Prax, it has been agreed that the Applicant will undertake an AC Interference Modelling	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>assess and quantify: either the potential risks of the Project Works/Cable installation (in their proposed form) on the Prax Pipeline and whether these can be carried out safely; or to the extent that the Project Works/Cable installation can be carried out safely with appropriate mitigation what the proposed mitigation is and the data on which that assessment has been made.</p>	<p>Study to assess the risk to the Prax Pipeline from the cable, and confirm if mitigation is required.</p>	

3.2 Pipeline Matters

Table 3-2: Pipeline matters

Reference	Description of Matter	Prax Position	Applicant Position	Status
3.2.1	Pipeline crossing	<p>The Proposed Development will involve the crossing of the Prax Pipeline with a high voltage electricity cable ("the Cable"). The Cable will be laid underground in close proximity to the Prax Pipeline. The following information is therefore required:</p> <p>(a) full details what works and working methods are proposed within 20 meters of the Prax Pipeline; and</p> <p>(b) how close the Project Works will be to the Prax Pipeline and modelling data to show the predicted levels of AC (Alternate Current) interference ("AC interference") likely to be caused thereby and whether these are within British Standard safety limits; and</p> <p>(c) whether a final decision has been made as to the crossing angle currently proposed in respect of the Prax Pipeline (as this will have a direct impact on AC interference). Initial discussions have indicated that the Applicant wishes to cross the Prax Pipeline at a 60 degree</p>	<p>Following discussion with Prax, it has been agreed that the Applicant will undertake an AC Interference Modelling Study to assess the risk to the Prax Pipeline from the cable, and confirm if mitigation is required. The information required by Prax will come from the conclusions of this exercise.</p> <p>The Applicant is seeking to negotiate the form of protective provisions with BPA/Prax alongside these investigations.</p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>crossing angle. An angle less than 90 degrees of crossing will make the need for mitigation more likely; and</p> <p>(d) what mitigation works (if any) are envisaged to:</p> <ul style="list-style-type: none"> (i) safeguard the Prax Pipeline from physical harm during the works, and (ii) to protect the Prax Pipeline in the future (once the Cable is energized) from potential damage from AC interference, as this could seriously damage the measures currently in place to protect the Prax Pipeline from corrosion; and <p>(e) to the extent that mitigation measures are necessary (due to operational or safety concerns) that the draft Order has included the necessary land and rights within the draft Order limits. Typically mitigation works might require:</p> <ul style="list-style-type: none"> (i) the installation of multiple subsurface 'sacrificial' zinc strips either side of and parallel to the Prax Pipeline together with surface mounted monitoring 		

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>equipment and surface to subsurface cabling); and/or</p> <p>(ii) the installation of a concrete or other barrier above or below the Prax Pipeline; and/or</p> <p>(iii) a concrete 'raft' above the Prax Pipeline to protect against vehicles / other loads).</p>		
3.2.2	Risk to National Infrastructure (and by extension the Environment)	<p>The Prax Pipeline forms part of the Fina network, which supplies fuel to nationally significant sites including airports. Due to the fact that the crossing infrastructure is a high voltage cable and the Prax Pipeline is made of steel, the proximity of the Project Works raises serious concerns regarding:</p> <ul style="list-style-type: none"> • lack of accurate and correct modelling to assess safety and operational impacts; and • the potential for AC interference and stray currents from electrical infrastructure; and <p>the potential for accelerated corrosion of the Prax 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.</p>	<p>Following discussion with Prax, it has been agreed that the Applicant will undertake an AC Interference Modelling Study to assess the risk to the Prax Pipeline from the cable. This modelling will enable the Applicant to address the points raised by Prax.</p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
3.2.3	Environmental Statement	<ul style="list-style-type: none"> The crossing of the Prax Pipeline and the potential risks flowing therefrom have not been sufficiently addressed in the Environmental Statement as required by Regulations 4 and 5 and Schedule 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017. The current EIA assumes that mitigation can and will be undertaken. However given that no risk assessment has in fact been carried out the Applicant cannot guarantee that this will in fact be the case. If adequate mitigation works are not carried out (for example because these cannot be agreed or adequate land interests obtained) then there is significant risk of harm to the environment due to the potential that the Prax Pipeline corrodes at an accelerated and unpredictable rate due to AC interference and there is a resultant fuel leak. 	<p>The potential interaction between the Prax Pipeline and the Proposed Development has been considered within Chapter 14: Other Environmental Topics of the ES [APP-039] – see paragraph 14.7.10 (g) which notes the consideration within the assessment of the Prax Pipeline referred to: “(g) The Finaline Killingholme to Buncefield underground fuel pipeline”.</p> <p>The assessment establishes the requirement for embedded mitigation to ensure adverse effects are avoided. As such the Framework Construction Environmental Management Plan (CEMP) [APP-189] (ref. MAD-C1) states the following commitment: “To identify any existing infrastructure constraints, both consultation and a desk-based study will be undertaken prior to construction so that appropriate mitigation such as buffers can be incorporated into the design. Cable Avoidance Tool (CAT) scans will also be used by Contractors to check for buried utilities prior to earth breaking site activities. The Applicant will endeavour to engage with utilities providers as</p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>By failing to include this risk in the Environmental Statement, Prax would argue that it is ab initio defective.</p> <ul style="list-style-type: none"> • If the Applicant cannot demonstrate that the Proposed Development as planned can be carried out in such a manner that will be safe both in the short and long term then it is likely that damage will be caused to the Prax Pipeline by AC interference. Any damage so caused would be a breach of the Pipeline Safety Regulations 1996 which is an offence. • If the HSE were of the opinion that such damage was occurring or was likely to occur it might need to prevent the Proposed Development going ahead. 	<p>appropriate.” The Framework CEMP [APP-189] is to be developed into a detailed CEMP, substantially in accordance with the Framework Plan, secured under Requirement 12 (Construction environmental management plan) of the draft DCO [APP-016].</p> <p>Following discussion with Prax, it has been agreed that the Applicant will undertake an AC Interference Modelling Study to assess the risk to the Prax Pipeline from the cable, and confirm if mitigation is required. This modelling will enable the Applicant to address the points raised.</p>	

Annex B – draft Protective Provisions

FOR THE PROTECTION OF PRAX LINDSEY OIL REFINERY LIMITED (IN LIQUIDATION) AND PRAX DOWNSTREAM LIMITED (IN LIQUIDATION)

1. For the protection of Prax, the following provisions have effect, unless otherwise agreed in writing between the undertaker and Prax.
2. In this Part of this Schedule—

"**British Safety Standards**" means all relevant standards, codes of practice and technical specifications issued by the British Standards Institution or any successor body, including BS, BS EN and BS EN ISO standards, as amended or replaced from time to time, to the extent applicable to the authorised development;

"**PDUK**" means Prax Downstream UK Limited (in liquidation) (company number 00223114) whose registered office address is 16th Floor 1 Westfield Avenue, London, E20 1HZ, acting by the Official Receiver as Liquidator ("**Liquidator**") and by [REDACTED] all of FTI Consulting LLP at 200 Aldersgate, Aldersgate Street, London, EC1A 4HD as Special Managers (the "**Special Managers**") ;

"**PLOR**" means Prax Lindsey Oil Refinery Limited (in liquidation) (company number 00564599) whose registered office address is 16th Floor 1 Westfield Avenue, London, E20 1HZ, acting by the Official Receiver as Liquidator and by the Special Managers;

"**Prax**" means together PDUK and PLOR and includes their respective successors in title and their successors in title to the Prax Operations Land;

"**restricted works**" means any works forming any part of the authorised development that are near to, or will or may affect the Prax operations or access to them including—

- (a) all works (including any enabling works , site preparation , ground investigation , haul road installation, temporary works or energisation) within 20 metres of the Prax operations;
- (b) any crossing of or interference with the Prax operations or rights relating thereto;
- (c) the use of explosives within 400 metres of the Prax operations; and
- (d) piling, undertaking of a 3D seismic survey or the sinking boreholes within 20 metres of the Prax operations,

whether carried out by the undertaker or any third party in connection with the authorised development;

"**the Prax operations**" means the operations and assets within the Order limits or operations and assets which have the benefit of rights (including access) over the Order limits vested in Prax including any pipeline crossing the Order limits operated by Prax or its authorised agents and used at all times and all ancillary apparatus including such works and apparatus properly appurtenant to the pipelines as are specified by section 65(2) (meaning of "pipe-line") of the Pipe-lines Act 1962;

"**the Prax Operations Land**" means the land on which the Prax operations take place from time to time and/or land which has the benefit of a right (including access) that is required for the Prax operations from time to time;

"**the Prax requirements**" means together:

- (a) Linewatch's Booklet for Special Requirements for safe working in close proximity to high pressure pipelines (rev 24.09); and
- (b) Linesearch Before U Dig (LinesearchbeforeUdig Safety Practices - LinesearchbeforeUdig (lsbud.co.uk)); and

- (c) the United Kingdom Onshore Pipeline Operators' Association Good Practice Guides (Good Practice Guides | UKOPA); and
 - (d) all relevant statute and regulation (including but not limited to the Pipeline Safety Regulations 1996, the Pipe-lines Act 1962, the Energy Act 2008, the Petroleum Act 1998, the Electricity at Work Regulations 1989
- (all as updated, amended or replaced from time to time)

“**works details**” means—

- (a) plans, and sections;
- (b) a method statement describing—
 - (i) the exact position of the works;
 - (ii) the level at which the works are proposed to be constructed or renewed relative to the Prax operations;
 - (iii) the manner of the works’ construction or renewal including details of excavation, positioning of plant etc.;
 - (iv) the position of all apparatus;
 - (v) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
 - (vi) any intended maintenance regime;
 - (vii) details of the proposed method of working and timing of execution of works;
 - (viii) details of vehicle access routes for construction and operational traffic; and
 - (viii) any other information reasonably required by Prax to assess the works (including at the cost of the undertaker and where required by Prax a schedule of condition based on an internal 'pigging' inspection to evidence the state of repair of any pipeline forming part of the Prax operations);
- (c) where the restricted works will or may be situated on, over, under or within 20 metres measured in any direction of the Prax operations, or (wherever situated) impose any load directly upon the Prax operations or involve embankment works within 20 metres of the Prax operations, the method statement must also include—
 - (i) the position of the Prax operations; and
 - (ii) by way of detailed drawings, every alteration proposed to be made to the Prax operations; and
- (d) any further particulars provided in response to a request under paragraph [3].

Consent of restricted works under this Part

3. –

- (1) Unless a shorter period is otherwise agreed in writing between the undertaker and Prax, not less than [] days before commencing the execution of any restricted works, the undertaker must submit to Prax the works details for the restricted works and such further particulars as Prax may, within [] days from the day on which the works details are submitted under this paragraph, reasonably require.
- (2) No restricted works are to be commenced until the works details in respect of those works submitted under sub-paragraph (1) have been expressly approved by Prax in writing.
- (3) Any approval of Prax required under this paragraph [3] must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as Prax may require, including

but not limited to in respect of the following matters—

- (a) the continuing safety and operational viability of the Prax operations; and
- (b) the installation connection and energisation of any necessary mitigation works and infrastructure needed to protect the Prax operations; and
- (c) the requirement for Prax to have reasonable access with or without vehicles to inspect, repair, replace and maintain and ensure the continuing safety and operation or viability of the Prax operations (and at all times in the case of an emergency); and
- (d) compliance with the Prax requirements; and
- (e) compliance with relevant British Standards (including but not limited to in respect of AC interference issues);

provided that where Prax reasonably consider that the authorised development is likely to adversely affect the safe operation of the Prax operations it is entitled to withhold its approval until the undertaker can demonstrate to the reasonable satisfaction of Prax that the authorised development will not adversely affect the safe operation of the Prax operations (in the short or long term) and that any reasonable requirements have been undertaken or observed including but not limited to the installation and operation of any mitigation works and to the reasonable satisfaction of Prax.

- (4) Approval may not be deemed granted by lapse of time and silence does not constitute consent. Any reasonable requirements required by Prax under sub-paragraph (3), must be made in writing within a period of [] days (unless a shorter period is otherwise agreed in writing between the undertaker and Prax) beginning with the date on which the works details were submitted to Prax under sub-paragraph (1) or the date on which any further particulars requested by Prax under subparagraph (1) were submitted to Prax (whichever is the later).
- (5) The authorised development must be executed only in accordance with the works details approved by Prax under this paragraph [3] including any reasonable requirements notified to the undertaker in accordance with sub-paragraph (3) and Prax shall be entitled to watch and inspect the execution of those works provided that for the avoidance of doubt the authorised development may not be energised (or if previously energised must be deenergised immediately) if at any point the authorised development will or has or is likely to cause AC interference on the Prax operations in excess of levels deemed safe pursuant to British Standards.
- (6) In undertaking any authorised development or exercising any rights within 20 metres of the Prax operations, the undertaker must comply with such conditions, requirements or regulations as are set out in the Prax requirements and must facilitate (at the undertaker's cost) the monitoring of the Prax operations to establish whether damage has occurred.
- (7) Where any damage occurs to the Prax operations as a result of any works, the undertaker must—
 - (a) immediately cease all work in the vicinity of the damage;
 - (b) notify Prax to enable any repair or replacement to be carried out to the reasonable satisfaction of Prax;
 - (c) at the request and election of Prax either:
 - (i) afford Prax all reasonable facilities to enable it to fully and properly repair and test the Prax operations (including running such further internal pipeline inspections as Prax may reasonably require) and pay to Prax all of its costs incurred in doing so and any further works or testing shown by that testing to be reasonably necessary; or
 - (ii) fully and properly repair the affected Prax operations as soon as reasonably practicable, in which case the repairs must be properly tested by the undertaker and be shown to the reasonable satisfaction of Prax to have effectively repaired the affected Prax operations; and

- (d) where testing has taken place under sub-paragraph (7)(c)(ii), (except where Prax agrees otherwise in writing) provide Prax with a copy of the results of such testing before any backfilling takes place.
- (8) Notwithstanding sub-paragraph (7), if any damage occurs to Prax operations causing a leakage or escape from a pipeline, all work in the vicinity must cease and Prax must be notified immediately and where there is leakage or escape, the undertaker must immediately—
- (a) evacuate all personnel from the immediate vicinity of the leak;
 - (b) prevent any approach by the public;
 - (c) shut down any machinery and other sources of ignition within at least 350 metres from the leakage; and
 - (d) assist emergency services as may be requested.
- (9) In the event that the undertaker does not carry out necessary remedial work in a timely manner then Prax is entitled, but not obliged, to undertake the necessary remedial work and recover the cost of doing so from the undertaker.
- (10) Following the completion of any works within 50 metres of the Prax operations if damage is found to have occurred to any of the Prax operations as a result of the relevant works, sub-paragraphs (11) and (12) of this paragraph apply to that damage.
- (11) If Prax in accordance with sub-paragraph (3) and in consequence of the restricted works proposed by the undertaker, reasonably requires the removal of any of the Prax operations and gives written notice to the undertaker of that requirement, this Order applies as if the removal of the Prax operations had been required by the undertaker under sub-paragraph (1).
- (12) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but (unless otherwise agreed in writing between the undertaker and Prax) in no case less than [days] before commencing the execution of any restricted works, new works details, instead of the works details previously submitted, and having done so the provisions of this paragraph [3] apply to and in respect of the new works details.
- (13) For the avoidance of doubt, none of Prax, the Liquidator, the Special Managers (or their firms, or their and their firms' partners, members, directors, officers, agents, employees, advisers or representatives (the “**Appointees’ Representatives**”)) shall be responsible or liable for any act or omission of any other member of Prax’s corporate group, or any of their respective employees, contractors, officers, directors, agents or representatives.

Prohibition of acquisition and interference

4. —

(1) Regardless of any provision in this Order or anything shown on the land plans or if the Order applies to any interest in any land in which the Prax operations are placed or over which access to the Prax operations is enjoyed—

- (a) the undertaker must not, otherwise than in accordance with terms of this Order including any approval given under this Part,—
 - (i) obstruct or render less convenient the access to the Prax operations;
 - (ii) interfere with or affect the Prax operations or Prax's ability to carry out its functions including operating its pipeline and its terminal by way of the creation of restrictive covenants or otherwise;
 - (iii) require that the Prax operations are relocated or diverted;
 - (iv) remove or require to be removed any Prax operations;
 - (v) interfere with or affect the anti-corrosion protections in place relating to the Prax operations and/or cause the Prax operations to exceed levels of AC

interference deemed safe by British Standards;

- (vi) energise (including testing commissioning, pre-energisation voltage checks) (or if energised keep energised) any part of the authorised development save within levels of AC interference deemed safe by British Standards; or
 - (vii) energise (including testing commissioning, pre-energisation voltage checks) any part of the authorised development unless Prax confirms in writing (such confirmation not to be unreasonably withheld or delayed) that all mitigation works required to ensure compliance with this paragraph [4] sub-paragraph [1)(a)(vi)] are installed and operational to the reasonable satisfaction of Prax;
- (b) any right of Prax or its authorised agents to access, repair, replace or renew the Prax operations shall not be extinguished until any necessary alternative access has been provided to the reasonable satisfaction of Prax;
 - (c) if mitigation is incomplete or AC interference exceeds safe British Standards limits, the undertaker must immediately de-energise the authorised development and must not re-energise until those failures have been addressed to Prax's reasonable satisfaction;
 - (d) the undertaker must procure at its cost all AC interference modelling, soil resistivity testing, cathodic protection assessment and monitoring necessary to demonstrate safe operation in the short and long term;
 - (e) where interference of CP interaction is identified the undertaker must design fund install and maintain mitigation for the lifetime of the Prax operations; and
 - (f) all mitigation assets must vest in Prax and be subject to rights enabling Prax to use, inspect repair and replace them at any time.
- (2) Where the undertaker takes temporary possession of any land or carries out survey works on land in respect of which Prax has an easement, right, operations, assets or other interests (together “Prax's rights”)—
- (a) where Prax's rights do not provide or require access over, in or under the Order limits, there is no restriction on the exercise of such rights;
 - (b) where Prax's rights do provide or reasonably require access in, on or under the Order limits, Prax may exercise those rights where reasonably necessary—
 - (i) in an emergency without notice; and
 - (ii) in non-emergency circumstances having first given the undertaker prior written notice in order to allow the parties to liaise over timing and co-ordination of their respective works during the period of temporary possession; and
 - (c) subject to paragraph (b) the undertaker shall not extinguish Prax's rights, unless in accordance with the provisions of this Order.

Cathodic protection and alternating current interference

5. Where in the reasonable opinion of Prax or the undertaker –
- (a) the authorised development might interfere with the cathodic protection forming part of the Prax operations; or
 - (b) the authorised development might interfere with the levels of alternate current interference on the Prax operations; or
 - (c) the Prax operations might interfere with the proposed or existing cathodic protection

forming part of the authorised development,

the undertaker must undertake such tests as Prax consider reasonably necessary for ascertaining the nature and extent of such interference and implement measures for providing or preserving cathodic protection and/or reducing levels of alternate current interference on the Prax operations so as to comply with the British Safety Standards and the Prax requirements and ensure that Prax is granted all necessary proprietary rights to use, repair replace, renew and access said measures for the lifetime of the Prax operations.

Expenses

6. –

- (1) Subject to the following provisions of this paragraph [6], the undertaker must pay to Prax without delay the reasonable and properly incurred costs, claim, expenses and losses (including reasonable staffing costs if work is carried out in-house) and legal costs and expenses incurred by Prax on a full indemnity basis in, or in connection with—
 - (a) undertaking its obligations under this Order including but not limited to—
 - (i) the execution of any works (including but not limited to any internal pipeline inspections) under this Order including for the protection of the Prax operations;
 - (ii) the review, assessment and approval of works details in accordance with paragraph [3];
 - (b) all pre-construction, construction, commissioning, monitoring, inspection, legal, technical, consultancy land rights, surveys, pipeline pigging and emergency response costs;
 - (c) the watching of and inspecting the execution of the restricted works;
 - (d) imposing reasonable requirements in accordance with paragraph 3;
 - (e) engaging and retaining such external experts, consultants and contractors as may be reasonably necessary and
 - (f) entering into any ancillary land rights or agreements in connection with the provisions of this Order
 - (g) the payment any costs which are incurred as a result of Prax entering into any ancillary land rights or agreements in connection with this Order including but not limited to:
 - (i) any taxes, rates or liabilities (including, without limitation, any stamp duty land tax);
 - (ii) any costs or expenses incurred in relation to the registration or noting of any such land right or agreement; and
- (2) any compensation payable to any other party Sums payable by the undertaker pursuant to paragraph [6] are payable whether or not the undertaker proceeds with the authorised development.
- (3) Prax is entitled to require reasonable advance payments or security to ensure that there is no unfunded liability.
- (4) Where reasonable in the circumstances, prior to incurring any costs or expenses associated with the activities in sub-paragraph (1), Prax must give prior written notice to the undertaker of the activities to be undertaken and an estimate of the costs or expenses to be incurred.

Indemnity

7. –

- (1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of

the works referred to in paragraph [3], any damage is caused to the Prax operations, or there is any interruption in any service provided, or in the supply of any goods, by Prax, the undertaker must—

- (a) bear and pay the cost properly incurred by Prax in making good such damage or restoring the supply; and
- (b) make proper compensation to Prax for any other expenses, loss, claims, demands, actions, proceedings, damages, penalty or costs incurred by Prax, by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Prax, its officers, employees, servants, contractors or agents.

(3) Prax must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Prax must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph [7] applies. If requested to do so by the undertaker, Prax must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph [7] for claims reasonably incurred by Prax.

(5) For the avoidance of doubt, none of Prax, the Liquidator, the Special Managers or the Appointees' Representatives provide any indemnity, guarantee or assurance against loss, nor make any representations, statements, assurances or warranties in respect of any matter the subject of this Order or any related documentation. Any such indemnities, guarantees, representations, statements, assurances, warranties or arrangements, prior drafts, agreements, understandings or undertakings of any nature whatsoever, whether express or implied, statutory, customary or otherwise (including, without limitation, where given or existing prior to the date of this Order or any rights, title or interests) are expressly excluded.

Arbitration

8. –

- (1) The undertaker and Prax shall use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them out of or in connection with this Order in accordance with the following provisions of this paragraph.
- (2) Any difference or dispute arising between the undertaker and Prax under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Prax, be referred to and settled by arbitration in accordance with article [x] (arbitration).
- (3) Where there has been a reference to an arbitrator in accordance with sub-paragraph (1) and the arbitrator gives approval for the works details, the authorised development must be carried out in accordance with the approval and conditions contained in the decision of the arbitrator under sub-paragraph (1).

Exclusions

9. The Special Managers and the Liquidator act as agent of Prax and neither they, their firm, partners, employees, advisers, representatives or agents shall incur any personal liability whatsoever in respect of any of the obligations of Prax or any other person in connection with the authorised development, this Order or any related documentation. The exclusion of liability set out in this paragraph 9 shall arise and continue notwithstanding the termination of the appointment of the Liquidator and/or any of the Special Managers in respect of Prax and shall operate as a waiver of any and all claims, including, but not limited to, claims in tort, equity and common law as well as under the laws of contract but excluding fraud or wilful misconduct. All representations and warranties by Prax, the Liquidator or the Special Managers, express or

implied, statutory, customary or otherwise in respect of the authorised development, this Order or any related documentation are expressly excluded. The Liquidator, the Special Managers, their firm, partners, employees, advisers, representatives and agents may enforce and rely on this paragraph 9 to the same extent as if they were a party to it.