



# Fosse Green Energy

EN010154

8.14 Statement of Common Ground with  
Prax / BPA (Tracked)

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VOLUME

**8**

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Planning Act 2008 (as amended)

Regulation 8(1)(e)

Infrastructure Planning (Examination Procedure)

Rules 2010

28 April 2026

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Planning Act 2008

The Infrastructure Planning  
(Examination Procedure) Rules  
2010

Fosse Green Energy  
Development Consent Order 202[ ]

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**8.14 Statement of Common Ground with Prax / BPA**

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# 1. Statement of Common Ground Signatures

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

Name:

Position:

Date:

Signature:

## 2. Introduction

### 2.1 Purpose of this document

- 2.1.1 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").
- 2.1.2 This SoCG has been prepared by the Applicant and Prax Downstream UK Limited (in liquidation) 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.
- 2.1.3 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.
- 2.1.4 Key issues discussed in this SoCG include matters relating to assets, infrastructure, and land, as well as potential procedural inadequacies and concerns regarding health and safety issues.
- ~~2.1.5 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).~~
- ~~2.1.6 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.~~
- ~~2.1.7 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.~~
- 2.1.5 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. In line with the Examination Timetable set out at Annex A to the Rule 8 Letter [PD-010], this is Deadline 3A (24 March 2026). 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. As set out in its request for further information pursuant to Rule 17 of the Infrastructure Planning (Examination Procedure) Rule 2010 dated 2 April

2026 ([PD-019]), the ExA has requested that the outstanding final and signed SoCG, including a set of bespoke protective provisions showing agreed and any disagreed text are submitted not later than Deadline 5 (28 April 2026).

#### 2.1.8

2.1.92.1.6 Application document references are taken from the EN010154 – Fosse Green Energy Examination Library.

## 2.2 The Proposed Development

- 2.2.1 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.
- 2.2.2 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 the UK's energy supply quickly.
- 2.2.3 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) (Ref 1). As such it is infrastructure defined of critical national priority.

## 2.3 Parties to this Statement of Common Ground

- 2.3.1 The timeline of the engagement between the Parties is shown at Table 2.1.
- 2.3.2 "Prax" refers jointly to Prax Downstream UK Limited ([in liquidation](#)) and Prax Lindsey Oil Refinery Limited (in liquidation). Prax Downstream UK Limited ([in liquidation](#)) is a private limited company in mineral oil refining. Prax Lindsey Oil Refinery Limited ([in liquidation](#)) 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”).
- 2.3.3 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, for consistency matters being discussed with the Parties will be referred to as Prax.

- 2.3.4 The Applicant is a partnership between Windel Energy Limited and Recurrent Energy.
- 2.3.5 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.
- 2.3.6 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.
- 2.3.7 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.

2.3.8 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. To date, Recurrent Energy has successfully developed, built, and connected approximately 12 GWp of solar projects and 6.2 GWh of energy storage projects across six continents. As of December 31, 2025, the Company had a total global solar project development pipeline of approximately 23 GWp and a battery energy storage project development pipeline of 75 GWh. The company also has nearly 15 GW of solar and energy storage projects under operations and maintenance (O&M) contracts.

~~2.3.8 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.~~

~~2.3.9 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.~~

## 2.4 Terminology

- 2.4.1 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.

## 3. Record of Engagement

### 3.1 Summary of consultation

- 3.1.1 A summary of the meetings and correspondence that has occurred between the Applicant and Prax is set out in **Table 3-1**.
- 3.1.2 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).
- 3.1.3 The Applicant's Legal representative is Womble Bond Dickinson (UK) LLP ("WBD").
- 3.1.4 Prax's legal representative via its agent the British Pipeline Agency Limited ("BPA") is Fieldfisher LLP ("FF").

**Table 3-1: 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.
01/11/2023	Email	Details of proposed permissive paths shared and comments received.
08/08/2024	Letter	Land Interest Questionnaire issued to Prax by the Applicant.
22/08/2024	Letter	Land Interest Questionnaire chaser issued to Prax by the Applicant.
18/09/2024	Email	Email chasing a response for the Land Interest Questionnaire sent to Prax by the Applicant.
21/10/2024	Letter	S42(d) – Notice of statutory consultation issued.
07/03/2025	Email	Email chasing a response for the Land Interest Questionnaire sent to Prax by the Applicant.
02/04/2025	Meeting – MS Teams	Details of the proposed Cable Corridor shared and comments received.

Date	Form of Correspondence	Details
		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 the Applicant for location and design information (pursuant to 02/04/25 email).
03/06/2025	Email	WBD provided BPA with the requested shapefiles and requested the details of its legal representatives to commence discussion on protective provisions.
06/08/2025	Email	WBD asked BPA for details of its legal representatives to allow discussions on protective provisions to commence.
20/08/2025	Email	WBD asked BPA for details of its legal representatives to allow discussions on protective provisions to commence.
21/08/2025	Email	BPA provided WBD with the details of its legal representatives.
22/08/2025	Email	WBD write to FF to confirm they act for the Applicant and to supply <u>draft a generic set of protective provisions (PPs) for comment</u> . WBD asked that FF review these PPs and take instructions from its client as to whether these would provide appropriate protection to its client's rights and apparatus within the Order Limits of the Proposed Development.
07/09/2025	Email	WBD followed up with FF in relation to email of 22/08/2025.
08/09/2025	Email	FF confirm they are not yet instructed and will keep WBD posted.
18/09/2025	Letter	S56 – Notice of acceptance of DCO application.
22/09/2025	Email	BPA chases the Applicant for specific location and design information (pursuant to 02/04/25 email).
30/09/2025	Email	BPA chases the Applicant for specific location and design information (pursuant to 02/04/25 email).

Date	Form of Correspondence	Details
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 the Applicant for location and design information (pursuant to 02/04/25 email).
10/10/2025	Emails	<ul style="list-style-type: none"> <li>• BPA chases 'the Applicant for 'location and design information pursuant to 02/04/25 email)</li> <li>• The Applicant sends a response <u>regardingsaying</u> -location and design information <u>will be shared in due course</u>.</li> <li>•</li> </ul>
13/10/2025	Email	The Applicant responds to BPA with confirmation that the crossing angle will be 60 degrees or greater and to supply generic crossing information relating to 400kV crossings.
22/10/2025	Email	BPA email the Applicant -to confirm that specific risk assessment is needed in respect of AC interference.
24/10/2025	Email	The Applicant responds 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 FE20B848E and F7876C980 to WBD confirming FF were now instructed and requesting an urgent all parties meeting.
07/11/2025	Email	WBD email FF to request availability for an all parties meeting and to ask if FF had bespoke PPs to share so that WBD could review these and take instructions.
12/11/2025	Emails	<ul style="list-style-type: none"> <li>• WBD email FF to follow up on availability for an all-parties meeting</li> </ul>

Date	Form of Correspondence	Details
		<p>and request bespoke PPs be provided.</p> <ul style="list-style-type: none"> <li>FF email WBD to confirm they are waiting for their client's availability and confirm that <del>FF would prepare bespoke PPs</del> <u>given that there has been no AC interference testing and thus no certainty that the Order limits will be sufficient to install any mitigation work needed to protect the Prax Pipeline, bespoke PPs would be needed which FF would prepare subject to an undertaking being given by WBD.</u></li> </ul>
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"> <li>Attended by legal representatives and project teams of both the Applicant and Prax. Details of the proposed Cable Corridor shared.</li> <li>FF repeated <del>significant safety</del> 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 <del>this high pressure Nationally Significant</del> <u>the</u> fuel pipeline given that to date no risk assessment as to what (if any mitigation) might be required has been carried out</li> <li>The Applicant agreed to undertake modelling of AC interference <del>as a matter of urgency.</del></li> <li>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.</li> </ul>

Date	Form of Correspondence	Details
		<ul style="list-style-type: none"> <li>FF pointed out that if a risk assessment was unlikely to be achievable in the necessary timeframe the Parties could <b>simply</b> 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 pipeline as part of the Net Zero Teesside DCO.</li> </ul>
05/12/2025	Email	<ul style="list-style-type: none"> <li>BPA provide the Applicant with further detail of the Prax Pipeline, including the location of cathodic protection post locations.</li> <li>BPA request an update on when modelling data will be provided to BPA.</li> </ul>
09/12/2025	Email	FF chase WBD <b>as a matter of urgency</b> in respect of the requested risk assessment and to ask for cost cover.
12/12/2025	Email	<b>The Applicant provides a copy of the draft SoCG to BPA for comment. The Applicant emails BPA to confirm that the draft SoCG would be provided in the coming weeks.</b>
17/12/2025	Email	<p>WBD confirms that:</p> <ul style="list-style-type: none"> <li>AC modelling is "ongoing" and that</li> <li>a draft of the PPs could be provided subject to the risk assessment</li> <li>Cost cover of £6,500 offered in respect of Prax's legal fees for the preparation and negotiation of protective provisions and any associated agreements, including the justification for this amount based on similar work required with statutory undertakers</li> </ul> <p>WBD also:</p>

Date	Form of Correspondence	Details
		<ul style="list-style-type: none"> <li>• Share the email from 12/12/2025 which enclosed the draft SoCG with FF.</li> <li>• Give advance notice to FF of the details for the upcoming hearings due to take place the following January.</li> </ul>
<u>22/12/2025</u>	<u>Email / Document</u>	<u>The Applicant provided Prax with a draft Statement of Common Ground for review and comment.</u>
22/12/2025	Email	WBD updates FF that the Applicant hope to have the results of the risk assessments by the end of January 2026
07/01/2026 - 08/01/2025	Emails	<ul style="list-style-type: none"> <li>• 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</li> <li>• WBD confirm to FF that the Book of Reference (<u>BoR</u>) and Schedule of Negotiations (<u>SoN</u>) have been updated and provide comments/queries from the land referencing team</li> <li>• FF respond to comments/queries sent by WBD</li> <li>• BoR / SoN updated in line with information confirmed by FF</li> </ul>
08/01/2026	Hearing	During CAH1, the Applicant stated that the results of the risk assessments would be ready for the Applicant's team to consider at the end of the following week (i.e. 16/01/2026). The Applicant stated that these would then be released to Prax for review as soon as possible afterwards.
16/01/2026	Email	FF email WBD to request an update on the risk assessment information <u>and query their mistaken understanding that this was due to be provided by 16/01/2026 (but which remains outstanding).</u>
19/01/2026	Email	WBD clarified that, as per the oral submissions at CAH1, the Applicant had been expecting to receive the results of the risk assessment on 16/01/2026 and once

Date	Form of Correspondence	Details
		the Applicant's team had considered these, they would be shared with Prax. <del>WBD confirmed that the results would be shared once received and considered by the Applicant's team.</del> WBD requested an update on the draft SoCG.
20/01/2026	Email	BPA chase the Applicant for the results of the AC Interference Modelling Study (or Risk Assessment).
<u>22/01/2026</u>	<u>Email</u>	<u>The Applicant chases Prax / BPA for any comments or amendments to the draft SoCG.</u>
29/01/2026	Email	WBD provide FF with a copy of the completed AC Interference Modelling Study (or Risk Assessment).
11/02/2026	Meeting	Meeting between the Applicant and BPA to discuss the results of the AC Interference Modelling Study (or Risk Assessment). It was discussed that the Applicant would re-run and re-issue the AC Interference Modelling Study (or Risk Assessment) to include other developments in the area and including soil test data.
20/02/2026	Emails	Draft PPs provided to FF by WBD with WBD acknowledging that these may need amending to refer to the correct entity. WBD requested FF review these PPs, take instructions and provide comments. FF confirm that the PPs should be for the benefit of Prax.
24/02/2026	Emails	<ul style="list-style-type: none"> <li>• WBD provide amended draft PPs referring to “Prax” (as opposed to “BPA”) as requested and ask for FF to review these, take instructions and provide comments. WBD note that AECOM are to liaise directly with BPA to address queries on the risk assessments and requested soil resistivity testing.</li> <li>• FF respond to WBD to provide a copy of the additional submission which it has submitted to the Examination [AS-129].</li> </ul>

Date	Form of Correspondence	Details
26/02/2026	Email	FF provided the draft Statement of Common Ground with amendments.
27/02/2026	Email	WBD note the statement from FF that " <i>the provisions provided are generic in nature and unsuited to govern the specific concerns relating to the crossing of an operational fuel pipeline</i> " and confirm that WBD await receipt of comments on / proposed amendments to the draft PPs in order to consider these and take instructions.
06/03/2026	Email (incl. BPA response)	Applicant emailed BPA to suggest a meeting to discuss the soil test methodology. BPA responded to say the team did not have availability. Statement of preferred requirements of soil testing from BPA
<u>09/03/2026</u>	<u>Email</u>	<u>WBD confirm that</u> <u>— The Applicant expects soil sampling to be undertaken on 12 March and that the modelling will then be updated (w/c 16/03/2026 or as soon as possible thereafter)</u> <u>— 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.</u>
<u>09/03/2026</u>	<u>Email</u>	<u>FF outline to WBD that</u> <ul style="list-style-type: none"><li><u>• Prax is not a statutory undertaker and does not benefit from statutory rights or powers and therefore needs bespoke protective provisions and agreement relating to the area where the Proposed Development crosses the Prax Pipeline</u></li><li><u>• The Applicant has not been able to provide what Prax considers to be correct or sufficient safety data meaning that Prax needs to maintain their objection to the dDCO as drafted.</u></li></ul>

Date	Form of Correspondence	Details
09/03/2026	Email (incl. BPA response)	Applicant emailed BPA engineering team with further details on the soil testing. Further clarification of preferred requirements of soil testing from BPA/comment on approach. Request for call/meeting.
09/03/2026	Email	Applicant emailed BPA to suggest a meeting to discuss the soil test results and proposed approach to the revised modelling.
10/03/2026	Meeting	Discussion held between the Applicant and BPA to review basis for soil testing requirements and modelling works. BPA confirmed position on opposition until such a time that BPA are satisfied that impact on pipeline is minimal, including consideration of cumulative impacts across multiple planned projects potentially impacting pipeline.
18/03/2026	Email	The Applicant emailed BPA to suggest a meeting to discuss the soil test results and proposed approach to the revised modelling.
18/03/2026	Email	FF provide WBD with draft bespoke protective provisions in line with the basis agreed at CAH2.
19/03/2026	Email	The Applicant sent the revised version of Statement of Common Ground to Prax/BPA for review and comment.
20/03/2026	Email	The Applicant followed up with Prax/BPA for any comments or amendments to the Statement of Common Ground.
23/03/2026	Email	Prax/BPA confirmed they would respond on 24/03/2026 following a review of the Statement of Common Ground.
<u>23/03/2026</u>	<u>Email</u>	<u>WBD email FF acknowledged receipt of FF's draft protective provisions and noted that given the timings it would be submitting the Applicant's preferred protective provisions at Deadline 3A.</u>
24/03/2026	Email	Prax/BPA responded on the Statement of Common Ground advising they would be submitting an amended version of a

Date	Form of Correspondence	Details
		previous iteration of the draft Statement of Common Ground <del>in</del> to <u>the</u> Examination at Deadline 3A.
<u>24/03/2026</u>	<u>Meeting</u>	<u>The Applicant hosted an all parties meeting to discuss the crossing of the Pipeline. At this meeting, the Applicant agreed that it would provide an updated AC interference modelling report ('Risk Assessment') by 27 March 2026. BPA suggested verbally that its preference is a 90 degree crossing angle, asking that the Applicant consider this.</u>
<u>02/04/2026</u>	<u>Email</u>	<u>WBD email FF outlining that the Applicant's technical experts are continuing to work on updating modelling and that the Applicant would hope that when the updated modelling report is provided the draft protective provisions it provided previously would form the basis of negotiations. This was on the basis that those provided by the Applicant were better suited to a situation where no mitigation is required. WBD suggest that progress on negotiating protective provisions is paused pending the outcome of technical discussions.</u>
<u>07/04/2026</u>	<u>Email</u>	<u>FF confirm that the updated report remains outstanding and requests WBD/the Applicant to review and return the draft protective provisions provided by FF on 18 March 2026.</u>
<u>07/04/2026</u>	<u>Email</u>	<u>Following feedback from BPA on the original, the AC interference report ('Risk Assessment') was updated and shared with BPA. This included site soil testing to gather soil resistivity data, and incorporated some other updated modelling assumptions based on comments from BPA, most notably the request to include the existing overhead line within a baseline calculation. This report utilised a 600mm separation but maintained the 58-degree crossing angle.</u>
<u>08/04/2026</u>	<u>Email</u>	<u>The Applicant notifies BPA and FF that the AC interference report ('Risk Assessment') will be updated to accommodate a 90</u>

Date	Form of Correspondence	Details
		<u>degree crossing, which BPA had previously suggested verbally should resolve matters.</u>
<u>09/04/2026</u>	<u>Email</u>	<u>WBD confirm to FF that the Applicant will commit to crossing the Prax Pipeline at 90 degrees and sought clarification as to whether this would change the form of draft PPs provided on behalf of Prax.</u>
<u>10/04/2026</u>	<u>Email</u>	<u>Amended draft SoCG provided to the Applicant by Prax.</u>
<u>10/04/2026</u>	<u>Email</u>	<u>FF respond to WBD stating that the PPs drafted by FF remain Prax's preferred position, and this is not altered by the proposed crossing angle.</u>
<u>10/04/2026</u>	<u>Email</u>	<u>WBD respond to FF noting Prax's position and confirming that the draft PPs provided by FF would be reviewed.</u>
<u>13/04/2026</u>	<u>Email</u>	<u>BPA confirm that the updated report was received on 7 April, but it did not propose reviewing this, as the Applicant would be providing a further revision.</u>
<u>13/04/2026</u>	<u>Email</u>	<u>WBD acknowledged Prax's position and confirmed that review of the draft PPs provided by FF was ongoing.</u>
<u>14/04/2026</u>	<u>Email</u>	<u>FF reiterated Prax's requirements in relation to the AC interference study in an email to WBD which was passed to the Applicant's technical team.</u>
<u>14/04/2026</u>	<u>Email</u>	<u>WBD confirmed to FF that Prax's comments had been passed to the Applicant's technical team, but asked that technical correspondence is passed directly between the relevant experts, without legal involvement.</u>
<u>15/04/2026</u>	<u>Email</u>	<u>The Applicant provides BPA and FF with a copy of the updated AC Interference Modelling Study (or Risk Assessment), which now includes a 90 degree crossing. The Applicant suggests a meeting on 17<sup>th</sup> April 2026 and twice weekly meetings thereafter up to Deadline 5.</u>

Date	Form of Correspondence	Details
<u>16/04/2026</u>	<u>Email</u>	<u>BPA suggests a meeting 22<sup>nd</sup> April 2026 to discuss the updated AC Interference Modelling Study (or Risk Assessment).</u>
<u>16/04/2026</u>	<u>Email</u>	<u>FF provide WBD with updated draft PPs following receipt of the updated report by Prax.</u>
<u>16/04/2026</u>	<u>Email</u>	<u>WBD confirms receipt of the revised draft PPs and requests copies of the documents listed under “the Prax requirements” in the draft PPs so that these can be reviewed in parallel to the draft PPs</u>
<u>17/04/2026</u>	<u>Email</u>	<u>BPA provided the documents requested by WBD.</u>
<u>21/04/2026</u>	<u>Email</u>	<u>BPA provided feedback on the AC interference report (risk assessment) to assist a meeting scheduled on 22 April 2026.</u>
<u>22/04/2026</u>	<u>Meeting</u>	<u>Meeting between the Applicant team and BPA and FF. Discussed comments on the risk assessment and proposed design parameters. The Applicant team agreed to share the updated Proposed Development Parameters ahead of D5 for BPA and Prax to review.</u>
<u>22/04/2026</u>	<u>Email</u>	<u>WBD sent FF a markup of the draft PPs with comments.</u>
<u>23/04/2026</u>	<u>Email</u>	<u>The Applicant shares an updated SoCG with FF and BPA for review and editing.</u>
<u>24/04/2026</u>	<u>Emails</u>	<ul style="list-style-type: none"> <li data-bbox="863 1525 1473 1648">• <u>The Applicant team shares an updated AC interference report (risk assessment) with FF and BPA.</u></li> <li data-bbox="863 1648 1473 1738">• <u>FF shares comments on the draft PPs.</u></li> </ul>
<u>27/04/2026</u>	<u>Emails</u>	<ul style="list-style-type: none"> <li data-bbox="863 1738 1473 1895">• <u>The Applicant team requests an update from FF and BPA on the SoCG and suggests a meeting to finalise the SoCG the same day.</u></li> <li data-bbox="863 1895 1473 2013">• <u>FF replies that the FF and BPA teams will not have time for a meeting and their intention is that Prax will be</u></li> </ul>

Date	Form of Correspondence	Details
		<p><u>submitting its own version of the SoCG at Deadline 5.</u></p> <ul style="list-style-type: none"> <li>• <u>WBD on behalf of the Applicant shares an updated markup of the PPs with comments for FF to consider.</u></li> </ul>
<u>27/04/2026</u>	<u>Phone call</u>	<u>BPA calls Applicant team to discuss one point in the risk assessment. The Applicant agrees to update the report. BPA provide verbal confirmation that the technical solution is agreed.</u>
<u>27/04/2026</u>	<u>Emails</u>	<ul style="list-style-type: none"> <li>• <u>The Applicant team shares an updated AC interference report (risk assessment) with FF and BPA.</u></li> <li>• <u>FF replies to WBD saying it does not envisage being able to respond to the PPs before Deadline 5.</u></li> <li>• <u>FF later replies on points still not agreed on the PPs.</u></li> <li>• <u>WBD emails FF explaining that the ExA requires a final and signed SoCG to be submitted at Deadline 5 and reiterates that the SoCG is intended to set out the position of each party, and that matters can be marked as 'not agreed' in the SoCG.</u></li> </ul>
<u>27/04/2026</u>	<u>Phone call</u>	<u>BPA and Applicant discuss resolution of technical matters and fees, BPA confirmed that the respective technical teams have agreed the technical solution for the crossing.</u>
<u>28/4/2026</u>	<u>Email</u>	<u>From BPA to Applicant outlining the fee's they have incurred to date and asking for the Applicant to agree to pay these.</u>
<u>28/4/2026</u>	<u>Email</u>	<u>From Applicant to BPA requesting, as offered, the breakdown of the fee's.</u>
<u>28/4/2026</u>	<u>Email</u>	<u>From BPA to Applicant confirming sourcing of the information.</u>
<u>28/4/2026</u>	<u>Email</u>	<u>From Applicant to BPA asking if the technical solution that has been agreed has been communicated in writing to the Applicant's technical team.</u>

<b>Date</b>	<b>Form of Correspondence</b>	<b>Details</b>
<u>28/4/2026</u>	<u>Email</u>	<u>From BPA to Applicant asking for invoice details.</u>
<u>28/4/2026</u>	<u>Email</u>	<u>From Applicant to BPA asking to clarify the request for invoice details.</u>
<u>28/4/2026</u>	<u>Email</u>	<u>From BPA to Applicant confirming BPA plan to invoice the Applicant.</u>
<u>28/4/2026</u>	<u>Email</u>	<u>From Applicant to BPA clarifying that the Applicant made its position clear in Dec 2025 that other than a contribution to PPs drafting it would not be contributing to any other fees.</u>
<u>28/4/2026</u>	<u>Email</u>	<u>From Applicant to BPA recording disappointment in lack of further progress towards agreed PPs and SoCG.</u>

## 4. Matters agreed, not agreed or under discussion

### 4.1 Land matters

Table 4-1: Land matters

Reference	Description of Matter	Prax Position	Applicant Position	Status
4.1.1	Engagement	<p>Prax is not currently of the view that the Applicant is <u>actively consulting or meaningfully addressing Prax's significant safety and other concerns relating to the Prax Pipeline (which is part of critical national infrastructure) engaging meaningfully with a view to addressing Prax's concerns as outlined in its Relevant Representation F7876C980, in respect of the lack of adequate / correct risk and safety data as outlined in AS-129</u> as evidenced by:</p> <ul style="list-style-type: none"> <li><del>No risk assessment having taken place despite this having been requested by BPA in April 2025 and chased regularly since then</del></li> <li>Despite the issue of potentially inadequate Order limits required for critical mitigation having been raised in its Relevant Representation on 24/10/2025 this</li> </ul>	<p><u>In summary, t</u>The Applicant is in discussion with FF regarding bespoke protective provisions to be included in the <b>draft DCO [APP-016]</b> <u>and significant progress has been made in this regard, with only a limited number of points now outstanding, as explained in Appendix B. and has</u> In addition, the Applicant has undertaken and provided an AC Interference Modelling Study (or Risk Assessment) which assessed the risk to the pipeline from the underground Cable Corridor <u>to be negligible (as explained further below). This report has been agreed with Prax, along with the technical solution for crossing of the pipeline. There is no requirement for mitigation outside of the Order limits. The AC Interference Modelling Study is subject to ongoing discussion between</u></p>	<u>Under Discussion</u>

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>had not been appreciated or acted on by the Applicant until <del>repeated</del> <u>reiterated by BPA/Prax</u> in the all parties meeting on 26/11/2025</p> <ul style="list-style-type: none"> <li>• Very little engagement on agreeing reasonable cost cover (which is particularly important given <del>one of the Prax entities are</del> <u>is</u> in liquidation).</li> </ul> <p><del>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 t</del>The AC current density calculation <del>was</del> <u>however</u> incorrect. As a result, the risk assessment provided by the Applicant is defective and <del>remains</del> unacceptable to <del>BPA/Prax on as a the basis that the incorrect calculations are vital to the assessment offrom which to</del> <u>assess</u> risk on the Prax Pipeline (as <del>Prax</del><u>BPA</u> have outlined to <del>Aecom</del><u>AECOM</u>).</p>	<p><del>the two parties. The Applicant does not expect the changes to the modelling requested by Prax to change the conclusions of the modelling and will share the updated report as soon as feasible following the completion of the onsite soil resistivity testing (which shall confirm assumptions) that Prax has requested. The Applicant considers the existing report to be reliable and does not consider the level of uncertainty associated with input parameters would change the conclusions</del></p> <p><del>The AC Interference Modelling Study has been updated to account for comments from BPA on the earlier iteration, to amend the crossing angle to 90 degrees, which was suggested by BPA, and with a separation distance of 600mm from the pipeline. It also now includes the existing overhead line. The report shows that the Proposed Development contributes less than 0.1% of the corrosion threshold, and when added to the existing overhead line, the Proposed Development AC current</del></p>	

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p><u>Notwithstanding the incorrect calculations within the AC modelling report, the results indicate that the AC current density (the relevant corrosion parameter) is above the relevant British Standards levels which are deemed safe. BPA consider this a moderate to high concern unless potentially the proposed angle of the cable crossing route were significantly altered.</u></p> <p><u>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:</u></p> <ul style="list-style-type: none"> <li><u>• the Pipeline can be crossed safely (including in compliance with British Safety Standards and compliance with the Pipeline Safety Regulations 1996)</u></li> <li><u>• If the Pipeline can be crossed safely what mitigation works might be required</u></li> <li><u>• the dDCO can in fact deliver the rights necessary to Prax to carry out any necessary mitigation</u></li> <li><u>• the necessary mitigation works would incur significant works and</u></li> </ul>	<p><u>interferes with and shields the pipeline from the AC current from the existing overhead line, leading to a negligible beneficial effect overall.</u></p> <p><u>The Applicant has carried out soil test data and retained the previous assumptions in the model, which are an unrealistic worst case and therefore the Applicant considers likely to have overestimated the impact of the Proposed Development on the pipeline. With this in mind, along with the negligible beneficial effect associated with the Proposed Development, the Applicant considers the confidence associated with the soil parameters to be adequate. The report demonstrates that safety thresholds are met, and the safety risk is acceptable, subject to the Proposed Development Parameters being updated to reflect the report parameters.</u></p> <p><u>The Applicant’s comments on the draft Protective Provisions were provided to FF on 22 April 2026 and, following</u></p>	

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p><u>consequently cost which would need to be forward funded</u></p> <p><u>While an updated report had been promised expected by 27 March 2026 this has now been delayed further. The Applicant intended to share the report with Prax in "early April" albeit as at 08 April 2026 the updated report has not been received.</u></p> <p><u>The Applicant has commented to say that it does not wish to discuss proposed to deal with protective provisions ahead of the following submission of the report.</u></p>	<p><u>receipt of FF's comments on 24 April 2026, the Applicant provided further comments on 27 April 2026.</u></p>	
4.1.2	Prax's position vis a vis the dDCO	<p><del>BPA</del>Prax have considerable concerns vis a vis the Project as has been addressed in their written <u>submissions (Relevant Representations RR 038, RR 039, REP1087 and AS-129)</u> and oral submissions <u>(at CAH1 (EV3 002 – EV3 005) and ISH2 (EV4 002 and EV4 003) and at CAH2)</u>. These include but are not limited to:</p> <p>a) <del>(a)</del>— Risk assessments reasonably acceptable to Prax</p>	<p>The Applicant is in discussion with FF regarding bespoke protective provisions to be included in the <b>draft DCO [APP-016]</b> and has undertaken and provided an AC Interference Modelling Study (or Risk Assessment) which assessed the risk to the pipeline from the underground Cable Corridor. <u>The report demonstrates on its own the Proposed Development has a negligible effect on the corrosion and safety risks of the pipeline, contributing The AC Interference</u></p>	<p><u>Under Discussion</u></p>

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>must demonstrate that the Proposed Development can be carried out safely within Order limits; and</p> <p>b) <del>(b)</del>— 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) <del>(c)</del>— 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) <del>(d)</del>— Formal agreement needed to indemnify Prax from damage caused to the Prax Pipeline together with any claims flowing therefrom; and</p> <p><u>e) (e)</u>— Acceptable protective provisions to be agreed.</p>	<p><u>Modelling Study is subject to ongoing discussion between the two parties. AECOM does not expect the changes to the modelling requested by Prax to change the conclusions of the modelling and will share the updated report as soon as feasible following the completion of the onsite soil resistivity testing that Prax has requested less than 0.1% of the corrosion threshold. When added to the baseline, it reduces the corrosion risk by a negligible extent, due to the interaction of AC currents leading to the shielding of the AC current from the existing overhead line.</u></p> <p>It is expected (and is to be confirmed formally within the terms of the protective provisions) that no work shall be undertaken without an updated risk assessment based on the detailed design in the event the DCO is granted, which shall be provided to Prax ahead of any works. The works shall be structured so that the cable installation and operation shall not interfere with Prax's ability to meet its obligations under the</p>	

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p><u>Draft protective provisions were provided to the Applicant on 18 March 2026 in accordance with the timeline proposed at CAH2. but the Applicant has confirmed that it will be incorporating its preferred draft protective provisions into the dDCO despite the significant concerns repeatedly outlined by Prax and addressed above. The Applicant sent FF comments on Prax’s proposed draft protective provisions on 22 April 2026.</u></p>	<p>Pipeline Safety Regulations (PSR. 1996), in particular not obstructing its ability to meet PSR Regulation 13. The Applicant is aware of its responsibilities under PSR Regulation 15, and shall provide suitable demonstration of minimisation of risks (including demonstration of suitable: work approaches/procedures, technical impact, ongoing monitoring, where required) as the detailed design of the Proposed Development progresses. Industry best practices (i.e. UKOPA GPG) shall be followed, or suitable alternative agreements shall be progressed <u>if required during detailed design</u>. The specific points flagged by Prax are capable of being addressed by the Applicant and it is expected that agreement can be reached.</p> <p><u>The Applicant sent FF comments on Prax’s proposed draft protective provisions on 22 April 2026, and following receipt of FF’s comments on 24 April 2026, provided a further markup</u></p>	

Reference	Description of Matter	Prax Position	Applicant Position	Status
			<u>and comments and updated on 27 April 2026.</u>	
4.1.3	Land rights	<p>The Proposed Development will take place underground, in close proximity to the Prax Pipeline.</p> <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><u>It should be noted that only one all-parties call has occurred (in November</u></p>	<p>The Applicant notes that Prax do not object to the principle of the Proposed Development provided that a number of <u>critical</u> concerns can be met in terms of health and safety, potential damage to the Prax Pipeline and the retention of <u>critical</u> land rights can be satisfactorily addressed. <u>The Applicant, and</u> acknowledges the objection to the proposed acquisition of land and rights <u>in their current form in the absence of agreed protective provisions.</u></p> <p>The Applicant is in discussion with FF regarding bespoke protective provisions to be included in the <b>draft DCO [APP-016]</b> and has undertaken and provided an AC Interference Modelling Study (or Risk Assessment) which assessed the risk to the pipeline from the Cable Corridor. These PPs will ensure that Prax maintain the necessary rights to allow continued operation and maintenance of its pipeline. The Applicant's position is identified at matter 3.1.2. The Applicant considers it very unlikely that <u>mitigation</u></p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p><u>2025) where land rights were discussed between the parties.</u></p>	<p><u>works would be required in the area and has committed to crossing the pipeline at 90 degrees to reduce impacts., however in the unlikely event that problematic modelling results are developed, which is not considered likely given the current modelling results, mitigation measures will be considered as the detailed design of the Proposed dDevelopment progresses to ensure risk to the Prax asset is maintained at an acceptable level, (for example increasing cable separation distance/depth, crossing angle, cable arrangement or placement of additional AC corrosion protection equipment).</u></p>	
4.1.4	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>The Applicant’s position is identified at matter 3.1.2. The results of the risk assessment demonstrate that no such mitigation works are required and therefore no rights outside of the Order Limits are required to be granted.</p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>unacceptable health and safety risk to the Prax Pipeline as well as to the environment.</p> <p><u>Prax's position is further outlined at 3.1.1. Absent adequate risk assessment and safety data, Prax is unable to assess whether the dDCO can deliver the rights necessary to Prax to carry out any mitigation works and whether they can be delivered by the Order and within Order limits.</u></p>		
4.1.5	Protective Provisions	<p><u>Prax is of the opinion that the protective provisions provided by the Applicant are insufficient given the risks identified as AS-129. Given the fact that the Applicant cannot currently demonstrate that the proposed crossing of the Prax Pipeline can be carried out negotiation of protective provisions is rendered more complicated.</u></p> <p>The draft DCO fails to include bespoke protective provisions for <del>BPA</del>Prax. Adequate protective provisions must be put in place so as to safeguard the ability <u>or a private pipeline operator to access,</u></p>	<p>The Applicant is currently in discussion with FF regarding the nature and scope of the protective provisions to be included within the <b>draft DCO [APP-016]</b>. <del>WBD have requested that FF review the draft PPs, take instructions and provide comments. Until WBD is in receipt of such comments, consideration cannot be given to any amendments FF consider required</del>The Applicant has <u>reviewed the revised draft PPs provided by FF and provided a markup and comments on 22 April 2026. Following receipt of FF's comments on 24 April</u></p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>operate, repair, maintain and replace the Prax Pipeline. <del>BPA</del>Prax requires these to include provisions to ensure that:</p> <ul style="list-style-type: none"> <li>• 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).</li> <li>• 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</li> <li>• 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</li> <li>• 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</li> <li>• Any replacement rights to be provided are to be at least as</li> </ul>	<p><u>2026, the Applicant provided a further markup and comments on 27 April 2026. Further comments on outstanding points were shared with FF later the same day.</u></p> <p>The Applicant's position with regard to AC Interference Modelling Study (or Risk Assessment) is identified at matter 3.1.2.</p> <p>The Applicant submitted an amended <b>Book of Reference [APP-022]</b> and <b>Statement of Reasons [APP-020]</b> at Deadline 1 so they are consistent. The <b>Book of Reference [APP-022]</b> is accurate in line with HMLR records and has been updated on the basis of additional information provided to WBD by FF. FF confirmed on 27/02/2026 that the BoR is in fact correct and all rights have been included.</p>	

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>extensive as those enjoyed for the existing apparatus; and</p> <ul style="list-style-type: none"> <li>• 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 thereto 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.</li> </ul> <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> <p>Draft protective provisions were provided to Prax's solicitors on 20 February 2026 but remain inadequate <u>to accommodate the concerns above and</u> for the reasons set out above. <del>The draft protective provisions are considered "appropriate given the results of the AC interference assessment" by the Applicant. As</del></p>		

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p><del>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 in AS-129.</del></p> <p><u>In accordance with the commitments made at CAH2, FF provided the Applicant with draft protective provisions on 18 March 2026 and the Applicant provided comments on these on 22 April 2026. in respect of which it has received no comments despite these provisions being based on precedent Not Zero Teesside DCO provisions for the protection of a private pipeline operator. WBD have confirmed to Fieldfisher on 2 April 2026 that</u></p> <p><u>(a) they do not wish to proceed on the basis of the protective provisions provided by Fieldfisher but propose</u></p>		

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p><del>instead using their own previously provided protective provisos and (b) that they propose not commencing negotiation of protective provisions until after parameters of protection have been agreed. It is however unclear when this might be.</del></p> <p><del>The Applicant submitted at CAH2 that its own protective provisions were based on provisions preceded by the Net Zero Teeside DCO for the protection of another private pipeline operator (being CATS North Sea Limited. Having compared the documents however this is not in fact the case or the document has been amended so significantly as to make the comparison irrelevant.</del></p> <p><del>BPA/Prax would therefore request that their own protective provisions are used as a base document.</del></p>		
4.1.6	Works Plans	The DCO Application (specifically the Works Plan) does not include the information necessary for BPA/Prax to assess and quantify: either the potential risks of the Project Works/Cable	The Applicant’s position with regard to the AC Interference Modelling Study (or Risk Assessment) is identified at matter 3.1.2.	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>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><u>The Applicant will develop procedures that are in accordance with industry best practice and regulatory requirements (i.e. The Construction (Design and Management) Regulations 2015).</u></p>	

## 4.2 Pipeline Matters

Table 4-2: Pipeline matters

Reference	Description of Matter	Prax Position	Applicant Position	Status
4.2.1	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. <u>Prax has fundamental concerns relating to (inter alia) risk and safety assessments 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.</u></p> <p>The following information is therefore required:</p> <ul style="list-style-type: none"> <li>a) <del>(a)</del> full details what works and working methods are proposed within 20 meters of the Prax Pipeline; and</li> <li>b) <del>(b)</del> how close the Project Works will be to the Prax Pipeline and</li> </ul>	<p>The Applicant's position with regard to the AC Interference Modelling Study (or Risk Assessment) is identified at matter 3.1.2.</p> <p>The Applicant is in the process of negotiating bespoke protective provisions with FF <u>alongside these investigations and provided comments on FF's draft protective provisions on 22 April 2026, and following receipt of comments from FF on 24 April, provided further comments on 27 April 2026.</u></p> <p>Further information on the proposed works, offset distances, and crossing angle <u>will be are provided in the updated AC interference modelling report and engagement is continuing with Prax to secure appropriate protective provisions which reflect this.</u></p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>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) <del>(c)</del> 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 crossing angle. An angle less than 90 degrees of crossing will make the need for mitigation more likely; and</p> <p>d) <del>(d)</del> what mitigation works (if any) are envisaged to:</p> <ul style="list-style-type: none"> <li>(i) <del>(i)</del> safeguard the Prax Pipeline from physical harm during the works, and</li> <li>(ii) <del>(ii)</del> to protect the Prax Pipeline in the future</li> </ul>		

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>(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> <p>e) <del>(e)</del> 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"> <li>(i) the installation of multiple subsurface 'sacrificial' zinc strips either side of and parallel to the Prax Pipeline together with surface mounted monitoring equipment and surface to subsurface cabling); and/or</li> <li>(ii) the installation of a concrete or other barrier</li> </ul>		

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>above or below the Prax Pipeline; and/or (iii) a concrete 'raft' above the Prax Pipeline to protect against vehicles / other loads).</p> <p><u>Prax's position is further outlined at 3.1.1 and in AS-129. While the initial work undertaken to date is sufficient to confirm that there is a credible threat to the pipeline infrastructure, it is not yet possible to quantify the effectiveness or sufficiency of any potential mitigation measures</u></p>		
4.2.2	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"> <li>• lack of accurate and correct modelling to assess safety and operational impacts; and</li> </ul>	<p>The Applicant's position with regard to the AC Interference Modelling Study (or Risk Assessment) is identified at matter 3.1.2.</p> <p>The Applicant does not consider there to be a likely significant effect on the Prax pipeline. Accelerated corrosion and leakage is not anticipated and this is evidenced by the AC interference modelling report. <u>The Applicant is</u></p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<ul style="list-style-type: none"> <li>the potential for AC interference and stray currents from electrical infrastructure; and</li> <li>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.</li> </ul> <p><u>Prax is of the view that the Risk Assessment is defective (on the basis that the AC current density calculation is incorrect) and that the Risk Assessment cannot be used to correctly assess the risks relating to the interaction with the Prax Pipeline. As outlined in submission AS-129, the Risk Assessment provided by AECOM is based on incorrect AC current density calculations. However, notwithstanding the inaccuracy, the results indicate that the AC current density (the relevant corrosion parameter) is above the relevant British Standards levels which are deemed safe.</u></p> <p><u>Failure to address Prax's significant concerns adequately could lead to catastrophic consequences as a result of</u></p>	<p><del>updating this report and will share this with Prax in due course.</del></p>	

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p><u>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.</u></p>		
4.2.3	Environmental Statement	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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</li> </ul>	<p>The potential interaction between the Prax Pipeline and the Proposed Development has been considered within <b>Chapter 14: Other Environmental Topics</b> 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 <b>Framework Construction Environmental Management Plan (CEMP) [APP-189]</b> (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</p>	Under discussion

Reference	Description of Matter	Prax Position	Applicant Position	Status
		<p>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> <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"> <li>• 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.</li> <li>• 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.</li> </ul>	<p>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 appropriate.” The <b>Framework CEMP [APP-189]</b> is to be developed into a detailed CEMP, substantially in accordance with the Framework Plan, as secured under Requirement 12 of Schedule 2 to the <b>draft DCO [APP-016]</b>.</p> <p>The ES is only required to identify likely significant effects. The Applicant does not consider there to be likely significant effects associated with the Prax pipeline and its position is that the industry standard mitigation and inbuilt design measures in the ES are adequate to avoid significant effects on the pipeline. <del>The Applicant intends to consider if additional commitments are required following the updated AC modelling report. This is evidenced by the AC interference modelling report ('Risk Assessment').</del></p>	

Reference	Description of Matter	Prax Position	Applicant Position	Status
			<p>The Applicant's position with regard to the AC Interference Modelling Study (or Risk Assessment) is identified at matter 3.1.2.</p> <p>The applicant is aware of its responsibilities under PSR (1996) and shall demonstrate an acceptable works plan and technical assessment ahead of any works being conducted.</p> <p>The HSE has not shared any concerns with the Applicant.</p>	

## References

- Ref 1 Department for Energy Security & Net Zero (2026). Overarching National Policy Statement for Energy (EN-1). Available at:  
<https://assets.publishing.service.gov.uk/media/695d1015f41883f4e50ed9ab/overarching-national-policy-statement-for-energy-en-1-web-accessible.pdf>

# Appendix A Applicant's Preferred 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;

"**outline specification**" means the outline crossing specification at [insert drawing location reference];

"**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 Matthew Boyd Callaghan, Andrew James Johnson, Joanne Hewitt-Schembri and Samuel Alexander Ballinger, 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 function in relation to the Prax operations and their respective successors in title in relation to the Prax Operations Land;

"**restricted works**" means any works forming any part of the authorised development that 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 15 metres of the Prax operations;
- (b) within 15 metres of any crossing of 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 restricted works;
  - (ii) the level at which the restricted works are proposed to be constructed or renewed relative to the Prax operations;
  - (iii) the manner of the restricted 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 the restricted works;
  - (viii) details of vehicle access routes for construction and operational traffic; and
  - (ix) any other non-physical test based information reasonably required by Prax to assess the restricted works and their potential impact on the Prax operations;
- (c) where the restricted works will or may be situated on, over, under or within 15 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 15 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 28 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 28 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 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 for the protection of the Prax operations, 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 mitigation works and infrastructure reasonably necessary to protect the Prax operations as a result of the construction, energisation or operation of the authorised development; 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 Safety Standards (including but not limited to in respect of AC interference issues).
- (4) Any approval of Prax required under this paragraph 3 including any reasonable requirements required by Prax under sub-paragraph (3), must be notified to the undertaker in writing within a period of 28 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). Where no written approval is given by Prax within these timescales, Prax's approval is deemed to be given.
- (5) The restricted works must be executed in accordance with the works details approved (or deemed to be 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 Safety Standards.
- (6) In undertaking any restricted works or exercising any rights within 15 metres of the Prax operations, the undertaker must comply with such conditions, requirements or regulations as are set out in the Prax requirements and in accordance with the outline specification unless otherwise agreed in writing between the undertaker and Prax acting reasonably and must facilitate (at the undertaker's cost) reasonable provisions for the monitoring of the Prax operations to establish whether damage occurs or has occurred as a result of the restricted works being undertaken.
- (7) Where any damage occurs to the Prax operations as a result of the restricted 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 reasonably 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 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 reasonable 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 Part of this Schedule 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 28 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 Prax or any other member of Prax’s corporate group, or any of their respective employees, contractors, officers, directors, agents or representatives provided that in this sub-paragraph 3(13) only 'Prax' shall not include the successors in function in relation to the Prax operations and the successors in title to the Prax Operations Land.

#### **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 the terms of this Order including any approval given under this Part of this Schedule,—
  - (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/or 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 (unless requested by Prax under paragraph 3(11) above);
  - (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 Safety Standards; or
  - (vi) energise (including testing commissioning, pre-energisation voltage checks) (or if energised keep energised) any part of the authorised development that causes the Prax operations to exceed levels of AC interference deemed safe by British Safety Standards;
- (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; and
  - (c) if AC interference on the Prax operations due to installation and/or operation of the authorised development (when measured alone and not cumulatively) exceeds safe British Safety 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;
- (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 at least 28 days 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 Part of this Schedule.

### **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,

Prax and the undertaker must co-operate in undertaking such tests as they 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 authorised development, or the Prax operations (whichever occurs first).

## **Expenses**

6. –

- (1) Subject to the following provisions of this paragraph 6, the undertaker must pay to Prax within a reasonable timeframe the reasonable and properly incurred costs and expenses incurred by Prax in, or in connection with undertaking its obligations under this Part of this Schedule including—
  - (a) the execution of any works under this Part of this Schedule including for the protection of the Prax operations;
  - (b) the review, assessment and approval of works details in accordance with paragraph 3;
  - (c) any actions relating to pre-construction, construction, commissioning, monitoring, inspection (excluding pipeline pigging inspections), technical consultancy, surveys and emergency response costs;
  - (d) the watching of and inspecting the execution of the restricted works;
  - (e) imposing reasonable requirements in accordance with paragraph 3(3); and
- (2) 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 4, 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 reasonably 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, or costs reasonably 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, and demands 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 provided that in this sub-paragraph 7(5) only 'Prax' shall not include the successors in function to the Prax operations and the successors in title to the Prax Operations Land. 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.

(6) The liability of the undertaker under this paragraph [7] is limited to £50,000,000 (fifty million pounds).

### **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 43 (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 provided that in this paragraph 9 only 'Prax' shall not include the successors in function in relation to the Prax operations and the successors in title to the Prax Operations Land. 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.

## Appendix B Summary of Outstanding points in Protective Provisions

The Applicant has set out below a summary of the points within the draft protective provisions for the benefit of Prax which remain under discussion.

### Point (b) of the definition of “restricted works”

The Applicant’s preferred wording is set out in the draft PPs at Appendix A. Prax is seeking inclusion of the wording shown in red:

*‘within 15 metres of any crossing of **or interference with the Prax operations or rights relating thereto**’*

However, the Applicant is unclear as to how the proximity to interference can be measured.

### Point (b)(ix) of the definition of “works details”

The Applicant’s preferred wording is set out in the draft PPs at Appendix A. Prax does not agree with the inclusion of the wording shown in red below:

*‘any other **non-physical test based information reasonably required by Prax to assess the restricted works and their potential impact on the Prax operations;**’*

However, the Applicant considers that this provides clarity and is a reasonable addition.

### Consent of restricted works under this Part – sub-paragraphs 3(3) and 3(4)

The Applicant’s preferred wording is set out in the draft PPs at Appendix A. Prax does not agree with the wording shown in red below. Prax’s position is that written notification does not need to be given because consent will be given by the engineering teams on the ground. However, the Applicant considers that this provision is reasonable as any consent given on the ground would need to be followed up in writing.

Prax does also not agree with the including of provision for deemed approval (also shown in red below). However, the Applicant considers this is necessary to ensure that there is no unnecessary delay to the Proposed Development. Prax does also not agree with the inclusion of the consequential wording regarding deemed approval in sub-paragraph (5).

*‘Any approval of Prax required under this paragraph 3 including any reasonable requirements required by Prax under sub-paragraph (3), must be **notified to the undertaker in writing** within a period of 28 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 subparagraph (1) or the date on which any further particulars requested by Prax under subparagraph (1) were submitted to Prax (whichever is the later). Where no written approval is given by Prax within these timescales, Prax's approval is deemed to be given.'*

### Consent of restricted works under this Part – sub-paragraph 3(6)

The Applicant's preferred wording is set out in the draft PPs at Appendix A. The Applicant initially proposed that the restricted works be undertaken 'substantially in accordance with' the outline specification. Prax rejected this and stated that the restricted works must be undertaken in accordance with the outline specification unless otherwise agreed in writing between the undertaker and Prax. The Applicant subsequently confirmed that it would be agreeable to this, provided that wording is included for Prax to act reasonably. The Applicant is awaiting clarification the wording shown in red below would be acceptable to Prax.

*'In undertaking any restricted works or exercising any rights within 15 metres of the Prax operations, the undertaker must comply with such conditions, requirements or regulations as are set out in the Prax requirements and in accordance with the outline specification unless otherwise agreed in writing between the undertaker and Prax **acting reasonably** and must facilitate (at the undertaker's cost) reasonable provisions for the monitoring of the Prax operations to establish whether damage occurs or has occurred as a result of the restricted works being undertaken.'*

### Prohibition of acquisition and interference – sub-paragraph (1)(c)

The Applicant's preferred wording is set out in the draft PPs at Appendix A. Prax has agreed the principle of including wording to clarify that this only applies to interference caused by the authorised development, not to any cumulative effects. Although Prax has agreed the principle of including the wording shown in red below, this has not yet been discussed between the parties.

*'if AC interference on the Prax operations due to installation and/or operation of the authorised development (**when measured alone and not cumulatively**) exceeds safe British Safety 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;'*

### Expenses – sub-paragraph 6(1)

The Applicant's preferred wording is set out in the draft PPs at Appendix A. The Applicant considers its preferred wording to be reasonable; however, this is not yet agreed between the parties.

**Expenses – sub-paragraph 6(2)**

The Applicant’s preferred wording is set out in the draft PPs at Appendix A. Prax is seeking the inclusion of the wording “where reasonable in the circumstances” at the beginning of this provision. However, the Applicant considers its preferred wording to be reasonable in order that it can make informed decisions.

**Indemnity – sub-paragraph 7(7).**

The Applicant’s preferred wording is set out in the draft PPs at Appendix A. Prax is not agreeable to the liability cap requested by the Applicant. However, the Applicant maintains that this provision should be included and does not consider it unreasonable.