



12 May 2026

Grahame Gould
Lead Panel Member for the Examining Authority
The Planning Inspectorate
c/o QUADIENT
69 Buckingham Avenue
Slough
SL1 4PN

Dear Examining Authority,

Fosse Green Energy Development Consent Order – Deadline 5A Submissions

Planning Inspectorate Case Reference: EN010154

We write on behalf of Fosse Green Energy Limited (the Applicant) further to the publication of the Rule 6 Letter **[PD-008]** on 9 December 2025, the Rule 8 Letter **[PD-010]** on 14 January 2026 and the Revised Timetable **[PD-020]** on 8 April 2026 to provide the Applicant's written submissions for Deadline 5A of the Fosse Green Energy Development Consent Order (DCO) Examination (the Examination).

Submissions made at Deadline 5A

Appendix 1 of this letter provides an overview of the documents submitted by the Applicant at this Deadline. Table 1 of Appendix 1 comprises the application documents for which updated versions are being submitted and provides brief reasoning as to why each document has been updated. Each of these updated documents has been submitted in both clean and tracked change versions to aid the Examining Authority (the ExA) in identifying the changes made.

Table 2 of Appendix 1 comprises the new documents being submitted to the Examination, including those identified by the ExA in the Rule 8 letter as submissions to be made by the Applicant. These documents form part of Volume 9 and are identified in the Guide to the Application **[REP5-002]**, which sets out the current status of all documents.

Response to Rule 17 Request

The Applicant acknowledges the content of the ExA's request for further information under Rule 17 of the Infrastructure Planning (Examination Procedure) Rules 2010 (Rule 17 Request) dated 6 May 2026 (at the time of writing, the Rule 17 Request does not have an Examination Library reference). The Applicant has responded to the Rule 17 Request within the Applicant's Response to Deadline 5 Submissions **[EN010154/EXAM/9.31]** (ref. Table 2-4) submitted at this deadline.



Use of Artificial Intelligence (AI) in Deadline Submissions

As raised verbally by the Applicant to the Planning Inspectorate's Case Team on 06 May 2026, Interested Parties should be made aware of the '*Use of artificial intelligence in casework evidence*' guidance from the Planning Inspectorate (published 6 September 2024, updated 20 February 2026). The guidance notes that the Inspectorate must be notified if AI has been used to: draft or substantially rewrite text; produce a summary or analysis; generate or alter images or videos; and create content that goes beyond straightforward formatting or presentation.

Examining Authority's Request for Springwell Solar Farm Documents

In response to GC.3.01(b) of the Examining Authority's Written Questions 3 (ExQ3) **[PD-021]**, as requested by the ExA, the Applicant has submitted copies of the made Springwell Solar Farm Development Consent Order and the Secretary of State's Decision Letter to the Examination at this deadline.

Statement of Common Ground (SoCG) with Phillips 66 Limited (P66)

To assist the ExA, and in the interests of consistency and version control (with regards to logging changes made to the SoCG), the Applicant has updated its version of the SoCG (which was submitted to the Examination at Deadline 5 **[REP5-019]**) in line with the position of P66 (as dated 28 April 2026). This updated SoCG was shared with P66 on 07 May 2026 for further discussion.

It should be noted that the P66 position column in Section 4 of the SoCG ('P66 Position') has not been updated further by P66, and as such reflects P66's position as of 28 April 2026. The Applicant has submitted this updated version of the SoCG with P66 to the Examination at Deadline 5A.

The Applicant notes that P66 shared an updated version of their SoCG with the Applicant at 5:39pm on 12 May 2026. The Applicant will review and further discuss the SoCG with P66 and submit an updated version at Deadline 6.

The Applicant has incorporated its preferred protective provisions (PPs) for P66 into the draft DCO submitted at this deadline. In order to assist the ExA, the Applicant has appended a comparison of these PPs against those appended to the SoCG with Prax / BPA **[REP5-019]** to this covering letter. Discussions are ongoing with regard to the outstanding points as detailed in the Applicant's Response to Deadline 5 Submissions **[EN010154/EXAM/9.31]** (ref. Table 2-3) submitted at this deadline.

Yours sincerely,

Womble Bond Dickinson (UK) LLP

Womble Bond Dickinson (UK) LLP

On behalf of Fosse Green Energy Limited | 22 Grosvenor Gardens, London, United Kingdom, SW1W 0DH

Appendix 1

Table 1: Updated Documents Submitted to the Examination at Deadline 5A

Document Reference	Document Title	Rev. No.	Reason for Update
EN010154/APP/1.3	Guide to the Application (Rev 8) Clean	8	Updated to reflect Deadline 5A Submissions
EN010154/APP/1.3	Guide to the Application (Rev 8) Tracked	8	
EN010154/APP/2.3	Streets Rights of Way and Access Plans (Rev 7)	7	Updated in line with Deadline 5A Submissions
EN010154/APP/3.1	Draft Development Consent Order (Rev 5) Clean	5	Updated in line with Deadline 5A Submissions
EN010154/APP/3.1	Draft Development Consent Order (Rev 5) Tracked	5	
EN010154/APP/3.2	Explanatory Memorandum (Rev 5) Clean	5	Updated in line with Deadline 5A Submissions
EN010154/APP/3.2	Explanatory Memorandum (Rev 5) Tracked	5	
EN010154/APP/4.3	Book of Reference (Rev 6) Clean	6	Updated in line with Deadline 5A Submissions
EN010154/APP/4.3	Book of Reference (Rev 6) Tracked	6	
EN010154/APP/6.2	ES Figure 2-2 Public Rights of Way Plan (Rev 3)	3	Updated in line with Deadline 5A Submissions
EN010154/APP/6.2	ES Figure 3-3 Proposed Permissive Paths Plan (Rev 4)	4	Updated in line with Deadline 5A Submissions
EN010154/APP/7.4	Proposed Development Parameters (Rev 4) Clean	4	Updated in line with Deadline 5A Submissions
EN010154/APP/7.4	Proposed Development Parameters (Rev 4) Tracked	4	
EN010154/APP/7.7	Framework Construction Environmental Management Plan (Rev 7) Clean	7	Updated in line with Deadline 5A Submissions
EN010154/APP/7.7	Framework Construction Environmental Management Plan (Rev 7) Tracked	7	Updated in line with Deadline 5A Submissions

Document Reference	Document Title	Rev. No.	Reason for Update
EN010154/APP/7.10	Framework Soil Management Plan (Rev 6) Clean	6	Updated in line with Deadline 5A Submissions
EN010154/APP/7.10	Framework Soil Management Plan (Rev 6) Tracked	6	
EN010154/APP/7.14	Framework Public Rights of Way Management Plan (Rev 4) Clean	4	Updated in line with Deadline 5A Submissions
EN010154/APP/7.14	Framework Public Rights of Way Management Plan (Rev 4) Tracked	4	
EN010154/APP/7.15	Framework Landscape and Ecological Management Plan (Rev 8) Clean	8	Updated in line with Deadline 5A Submissions
EN010154/APP/7.15	Framework Landscape and Ecological Management Plan (Rev 8) Tracked	8	
EN010154/APP/7.18	Framework Construction Traffic Management Plan (Rev 5) Clean	5	Updated in line with Deadline 5A Submissions
EN010154/APP/7.18	Framework Construction Traffic Management Plan (Rev 5) Tracked	5	
EN010154/EXAM/8.14	Statement of Common Ground with Phillips 66 Limited (Rev 3) Clean	3	Updated in line with Deadline 5A Submissions
EN010154/EXAM/8.14	Statement of Common Ground with Phillips 66 Limited (Rev 3) Tracked	3	
EN010154/EXAM/9.6	Schedule of Negotiations and Powers Sought (Rev 9) Clean	9	Updated in line with Deadline 5A Submissions
EN010154/EXAM/9.6	Schedule of Negotiations and Powers Sought (Rev 9) Tracked	9	
EN010154/EXAM/9.7	Schedule of Changes to the Draft Development Consent Order (Rev 4) Clean	4	Updated in line with Deadline 5A Submissions

Document Reference	Document Title	Rev. No.	Reason for Update
EN010154/EXAM/9.7	Schedule of Changes to the Draft Development Consent Order (Rev 4) Tracked	4	Updated in line with Deadline 5A Submissions
EN010154/EXAM/9.13	Schedule of Land Rights Changes (Rev 4) Clean	4	Updated in line with Deadline 5A Submissions
EN010154/EXAM/9.13	Schedule of Land Rights Changes (Rev 4) Tracked	4	
EN010154/EXAM/9.27	Permitted Preliminary Works Environmental Management Plan (Rev 2) Clean	2	Updated in line with Deadline 5A Submissions
EN010154/EXAM/9.27	Permitted Preliminary Works Environmental Management Plan (Rev 2) Tracked	2	Updated in line with Deadline 5 Submissions

Table 2: New Documents Submitted to the Examination at Deadline 5A

Document Reference	Document Title	Rev. No.
EN010154/EXAM/9.29	Applicant's Response to the Examining Authority's Proposed Schedule of Changes to the Draft Development Consent Order	1
EN010154/EXAM/9.30	Applicant's Response to the Examining Authority's Third Written Questions	1
EN010154/EXAM/9.31	Applicant's Response to Deadline 5 Submissions	1
N/A	Springwell Solar Farm Development Consent Order	1
N/A	Springwell Solar Farm – Secretary of State's Decision Letter	1

FOR THE PROTECTION OF ~~PRAX LINDSEY OIL REFINERY~~ **PHILLIPS 66 LIMITED (IN LIQUIDATION) AND **PRAX DOWNSTREAM LIMITED (IN LIQUIDATION)****

1. For the protection of ~~Prax~~**P66**, the following provisions have effect, unless otherwise agreed in writing between the undertaker and ~~Prax~~**P66**.
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~~ **P66** means **Phillips 66 Limited (in liquidation)** (company number ~~00223114~~**00529086**) whose registered office address is ~~16th~~**7th** 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, 202 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 P66 operations and their respective successors -in title in relation to the Prax P66 Operations Land;~~

"P66 outline specification" means the document of that name identified in the table in Schedule 12 (documents and plans to be certified) and which is certified by the Secretary of State as the P66 outline specification for the purposes of this Order;

"restricted works" means—

(a) the use of explosives within 400 metres of the P66 operations;

(b) piling, undertaking of a 3D seismic survey or the sinking of boreholes within 20 metres of the P66 operations; and

(c) any works forming any part of the authorised development within 15 metres of the P66 operations that will or may affect the ~~Prax~~**P66** operations or access to them including—

~~(a)(i) 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 P66 operations or rights relating thereto;~~

~~(c)(ii) the use of explosives within 400 metres of the Prax operations; and~~

~~(d)(iii) piling, undertaking of a 3D seismic survey or any works which may result in any material interference with the sinking boreholes within 20 metres of the Prax P66 operations,~~

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

"the Prax P66 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 [PraxP66](#) including any pipeline crossing the Order limits operated by [PraxP66](#) 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 [PraxP66](#) Operations Land**” means the land on which the [PraxP66](#) operations take place from time to time and/or land which has the benefit of a right (including access) that is required for the [PraxP66](#) operations from time to time;

“**the [PraxP66](#) 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 [PraxP66](#) 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 [PraxP66](#) to assess the restricted works and their potential impact on the [PraxP66](#) operations provided that P66 agree that the undertaker shall not be required to carry out pipeline pigging to inform the method statement or as part of the method statement;
- (c) where the restricted works will or may be situated on, over, under or within 15 metres measured in any direction of the [PraxP66](#) operations, or (wherever situated) impose any load directly upon the [PraxP66](#) operations or involve embankment works within 15 metres of the [PraxP66](#) operations, the method statement must also include—
 - (i) the position of the [PraxP66](#) operations; and

- (ii) by way of detailed drawings, every alteration proposed to be made to the [PraxP66](#) 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 [PraxP66](#), not less than 28 days before commencing the execution of any restricted works, the undertaker must submit to [PraxP66](#) the works details for the restricted works and such further particulars as [PraxP66](#) 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 [PraxP66](#) in writing.
- (3) Any approval of [PraxP66](#) required under this paragraph 3 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as [PraxP66](#) may require for the protection of the [PraxP66](#) operations, including but not limited to in respect of the following matters—
 - (a) the continuing safety and operational viability of the [PraxP66](#) operations; and
 - (b) the installation connection and energisation of any mitigation works and infrastructure reasonably necessary to protect the [PraxP66](#) operations as a result of the construction, energisation or operation of the authorised development; and
 - (c) the requirement for [PraxP66](#) 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 [PraxP66](#) operations (and at all times in the case of an emergency); and
 - (d) compliance with the [PraxP66](#) requirements; and
 - (e) compliance with relevant British Safety Standards (including but not limited to in respect of AC interference issues).
- (4) Any approval of [PraxP66](#) required under this paragraph 3 including any reasonable requirements required by [PraxP66](#) 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 [PraxP66](#)) beginning with the date on which the works details were submitted to [PraxP66](#) under sub-paragraph (1) or the date on which any further particulars requested by [PraxP66](#) under sub-paragraph (1) were submitted to [PraxP66](#) (whichever is the later). -Where no written approval is given by [PraxP66](#) within these timescales, [Prax'sP66'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 [PraxP66](#) under this paragraph 3 including any reasonable requirements notified to the undertaker in accordance with sub-paragraph (3) and [PraxP66](#) 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 [PraxP66](#) 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 [PraxP66](#) operations, the undertaker must comply with such conditions, requirements or regulations as are set out in the [PraxP66](#) requirements and in accordance with the [P66](#) outline specification unless otherwise agreed in writing between the undertaker and [PraxP66](#) acting reasonably and must facilitate (at the undertaker's cost) reasonable provisions for the monitoring of the [PraxP66](#) 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 [PraxP66](#) operations as a result of the restricted works, the undertaker must—
- (a) immediately cease all work in the vicinity of the damage;
 - (b) notify [PraxP66](#) to enable any repair or replacement to be carried out to the reasonable satisfaction of [PraxP66](#);
 - (c) at the request and election of [PraxP66](#) either:
 - (i) afford [PraxP66](#) all reasonable facilities to enable it to fully and properly repair and test the [PraxP66](#) operations (including running such further internal pipeline inspections as [PraxP66](#) may reasonably require) and pay to [PraxP66](#) 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 [PraxP66](#) 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 [PraxP66](#) to have effectively repaired the affected [PraxP66](#) operations; and
 - (d) where testing has taken place under sub-paragraph (7)(c)(ii), (except where [PraxP66](#) agrees otherwise in writing) provide [PraxP66](#) with a copy of the results of such testing before any backfilling takes place.
- (8) Notwithstanding sub-paragraph (7), if any damage occurs to [PraxP66](#) operations causing a leakage or escape from a pipeline, all work in the vicinity must cease and [PraxP66](#) 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 [PraxP66](#) 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 [PraxP66](#) operations if damage is found to have occurred to any of the [PraxP66](#) operations as a result of the relevant works, sub-paragraphs (11) and (12) of this paragraph apply to that damage.
- (11) If [PraxP66](#) 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 [PraxP66](#) operations and gives written notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal of the [PraxP66](#) 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 [PraxP66](#)) 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 [PraxP66](#) operations are placed or over which access to the [PraxP66](#) 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 [PraxP66](#) operations;
 - (ii) interfere with or affect the [PraxP66](#) operations or [Prax'sP66'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 [PraxP66](#) operations are relocated or diverted;
 - (iv) remove or require to be removed any [PraxP66](#) operations (unless requested by [PraxP66](#) under paragraph 3(11) above);
 - (v) interfere with or affect the anti-corrosion protections in place relating to the [PraxP66](#) operations and/or cause the [PraxP66](#) 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 [PraxP66](#) operations to exceed levels of AC interference deemed safe by British Safety Standards;
- (b) any right of [PraxP66](#) or its authorised agents to access, repair, replace or renew the [PraxP66](#) operations shall not be extinguished until any necessary alternative access has been provided to the reasonable satisfaction of [PraxP66](#); and
- (c) if AC interference on the [PraxP66](#) operations due to installation and/or operation of the authorised development (~~when measured alone and not cumulatively~~) exceeds ~~safe~~ British Safety Standards limits; when measured in isolation and not cumulatively with other projects (and for the avoidance of doubt, any load added to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) will be excluded), the undertaker must immediately de-energise the authorised development and must not re-energise until those failures have been addressed to [Prax'sP66's](#) reasonable satisfaction;.

(2) Where the undertaker takes temporary possession of any land or carries out survey works on land in respect of which [PraxP66](#) has an easement, right, operations, assets or other interests (together "[Prax'sP66's](#) rights")—

- (a) where [Prax'sP66'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'sP66's](#) rights do provide or reasonably require access in, on or under the Order limits, [PraxP66](#) 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 [PraxP66'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 [PraxP66](#) or the undertaker –
 - (a) the authorised development might interfere with the cathodic protection forming part of the [PraxP66](#) operations; or
 - (b) the authorised development might interfere with the levels of alternate current interference on the [PraxP66](#) operations; or
 - (c) the [PraxP66](#) operations might interfere with the proposed or existing cathodic protection forming part of the authorised development,

[PraxP66](#) 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 [PraxP66](#) operations so as to comply with the British Safety Standards and the [PraxP66](#) requirements and ensure that [PraxP66](#) is granted all necessary proprietary rights to use, repair replace, renew and access said measures for the lifetime of the authorised development, or the [PraxP66](#) operations (whichever occurs first).

Expenses

- 6. –
 - (1) Subject to the following provisions of this paragraph 6, the undertaker must pay to [PraxP66](#) within a reasonable timeframe the reasonable and properly incurred costs ([excluding legal and professional costs](#)) and expenses ([excluding staffing costs](#)) incurred by [PraxP66](#) ([for the avoidance of doubt excluding those incurred by its agents](#)) 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 [PraxP66](#) 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; [and](#)
 - (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), [PraxP66](#) 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 43, any damage is caused to the [PraxP66](#) operations, or there is any interruption in any service provided, or in the supply of any goods, by [PraxP66](#), the undertaker must—
 - (a) bear and pay the cost reasonably incurred by [PraxP66](#) in making good such damage or restoring the supply; and

- (b) make proper compensation to [PraxP66](#) for any other expenses, loss, claims, demands, actions, proceedings, damages, or costs reasonably incurred by [PraxP66](#), 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 [PraxP66](#), its officers, employees, servants, contractors or agents.

(3) [PraxP66](#) 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) [PraxP66](#) 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, [PraxP66](#) 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 [PraxP66](#).

~~(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)~~(5) The liability of the undertaker under this paragraph {7} is limited to £50,000,000 (fifty million pounds).

Arbitration

8. –

- (1) The undertaker and [PraxP66](#) 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 [PraxP66](#) under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and [PraxP66](#), 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.~~