



15 June 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 – Additional Submissions

Planning Inspectorate Case Reference: EN010154

We write on behalf of Fosse Green Energy Limited (the Applicant) further to the Applicant's written submissions for Deadline 7 of the Fosse Green Energy Development Consent Order (DCO) Examination (the Examination), made on 9 June 2026.

Protective Provisions for the Benefit of Phillips 66 Limited

The Applicant and BPA, as agents for P66, have reached agreement on the final form of protective provisions and have agreed to make a joint submission to the Examination in order to confirm the same. The joint submission is appended to this covering letter.

For completeness, the Applicant has provided further clean and tracked revisions of the documents listed on the following page.

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

Document Reference	Document Title	Rev. No.
EN010154/APP/3.1	Draft Development Consent Order (Rev 7) Clean	7
EN010154/APP/3.1	Draft Development Consent Order (Rev 7) Tracked	7
EN010154/APP/3.2	Explanatory Memorandum (Rev 7) Clean	7
EN010154/APP/3.2	Explanatory Memorandum (Rev 7) Tracked	7
EN010154/EXAM/9.7	Schedule of Changes to the Draft Development Consent Order (Rev 6) Clean	6
EN010154/EXAM/9.7	Schedule of Changes to the Draft Development Consent Order (Rev 6) Tracked	6

Fosse Green Energy Development Consent Order

**Joint Submission between the Applicant and British Pipeline Agency Limited as
Agents for Phillips 66 Limited (unique reference number FGES-003)**

Planning Inspectorate Case Reference: EN010154

1. This joint submission has been agreed between Fosse Green Energy Limited (the Applicant) and British Pipeline Agency Limited ("BPA") as agents for Phillips 66 Limited ("P66"). Since Deadline 7 of the Fosse Green Energy Development Consent Order ("DCO") Examination (the "Examination") on 9 June 2026, the Applicant and BPA/P66 have continued discussions.

Protective Provisions for the Benefit of P66

2. As noted in the Final Status of Negotiations with Statutory Undertakers [REP7-035], the Applicant and BPA/P66 continued to engage in relation to the protective provisions included for the benefit of P66 at Part 9 of Schedule 14 to the draft DCO [REP7-004]. Appendix B to the Final Status of Negotiations with Statutory Undertakers [REP7-035] provided an explanation of the points that were outstanding between the Applicant and P66 at Deadline 7 and the Applicant's position in respect of these points.

Measurement of AC Interference

3. Following further discussion, the Applicant and BPA/P66 have agreed additional wording for inclusion in the protective provisions in respect of AC interference. This additional wording provides necessary certainty to address the Applicant's concerns, whilst retaining sufficient flexibility as required by P66.

Costs

4. The Applicant and BPA have reached an agreed position with regards to costs incurred by BPA during the course of the Examination. This is being addressed between the parties outside of the Examination, and is no longer a matter in issue with respect to the protective provisions. BPA and P66 have agreed that they are no longer seeking to recover BPA's costs through the protective provisions.

Update on Status of Protective Provisions – 15 June 2026

5. The Applicant and P66 have now fully agreed the final form of the protective provisions which are to be included for the benefit of P66 at Part 9 of Schedule 14 to the draft DCO [REP7-004]. In order to assist the Examining Authority in reviewing the final protective provisions agreed between the Applicant and P66, a clean copy of the protective provisions for the benefit of P66 has been provided at Appendix 1 to this joint submission and a tracked version showing the changes to the protective provisions the Applicant submitted at Deadline 7 has been provided at Appendix 2.
6. For completeness, as set out in the Applicant's covering letter, the Applicant has provided further clean and tracked revisions of the draft DCO, the Schedule of Changes to the draft DCO, and the Explanatory Memorandum.
7. The Applicant and BPA (as agents for P66) would be grateful if the ExA could accept this joint submission and the documents listed in the Applicant's covering letter as additional submissions to the Examination and would agree to insert these revised protective provisions on the face of the draft Order to be submitted to the Secretary of State and would confirm the same in writing to the Applicant, BPA and P66.

APPENDIX 1

PART 1

FOR THE PROTECTION OF PHILLIPS 66 LIMITED

101. For the protection of P66, the following provisions have effect, unless otherwise agreed in writing between the undertaker and P66.

102. In this Part of this Schedule—

“AC interference modelling” means an alternating current (AC) corrosion study carried out for the proposed 400kV underground cable circuit forming part of Work No. 5A, using the baseline AC data to identify the likely level of AC interference on the P66 operations as a result of the authorised development;

“baseline AC data” means the P66 Baseline AC Data Report at Appendix A to the P66 outline specification containing survey data of single AC voltage measurements recorded during routine cathodic protection surveys at the CP test posts, as updated from time to time, but no less frequently than once every six months. P66 shall use reasonable endeavours to provide the updated baseline AC data to the undertaker within 28 days of any update;

“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 EN ISO 18086:2020 standards, as amended or replaced from time to time, to the extent applicable to the authorised development including in respect of AC interference over the safe levels set by British Safety Standards (currently 30Am-2) or any successor threshold recognised by applicable British Safety Standards;

“CP test posts” means the FINA Cathodic Protection Test Posts with ID numbers 3650, 3700, 3750 and 3850 as shown on Figure 1 of the baseline AC data;

“P66” means Phillips 66 Limited (company number 00529086) whose registered office address is 7th Floor, 200-202 Aldersgate Street, London, EC1A 4HD and includes their respective successors in function in relation to the P66 operations and their respective successors in title in relation to the 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) works forming part of the authorised development within 15 metres of the P66 operations that will or may affect the P66 operations or access to them including—
 - (i) any enabling works, site preparation, ground investigation, haul road installation, temporary works or energisation; or
 - (ii) any crossing of the P66 operations (including crossings which result in an exceedance of the level of AC interference deemed acceptable by British Safety Standards at the CP test posts or such other representative locations where P66 demonstrates that the level of AC interference deemed acceptable by British Safety Standards is exceeded as a result of the authorised development) or rights relating thereto; or
 - (iii) any works which may result in any interference with the P66 operations;
- (b) the use of explosives within 400 metres of the P66 operations; or
- (c) piling, undertaking of a 3D seismic survey or the sinking of boreholes within 20 metres of the P66 operations; or
- (d) works forming part of the authorised development that will or may add load to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) such that AC interference at the CP test posts exceeds the levels deemed safe by British Safety Standards (or such other representative locations where P66 demonstrates that the level of AC interference deemed acceptable by British Safety Standards is exceeded as a result of the authorised development) and would affect the safe and efficient operation of the P66 operations,

whether carried out by the undertaker or any third party in connection with the authorised development;
“the 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 P66 including any pipeline crossing the Order limits operated by P66 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 P66 Operations Land” means the land on which the P66 operations take place from time to time and/or land which has the benefit of a right (including access) that is required for the P66 operations from time to time;

“the P66 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 P66 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 information reasonably required by P66 to assess the restricted works and their potential impact on the P66 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 P66 operations, or (wherever situated) impose any load directly upon the P66 operations or involve embankment works within 15 metres of the P66 operations, the method statement must also include—
 - (i) the position of the P66 operations; and
 - (ii) by way of detailed drawings, every alteration proposed to be made to the P66 operations; and
- (d) any further particulars provided in response to a request under paragraph 103.

Consent of restricted works under this Part

103.—(1) Unless otherwise agreed in writing, prior to the undertaker submitting the works details for the restricted works, the undertaker must carry out the AC interference modelling in accordance with the reasonable

requirements and to the reasonable satisfaction of P66 and provide the results of such modelling to P66 with the works details to be submitted pursuant to sub-paragraph (2).

(2) Unless a shorter period is otherwise agreed in writing between the undertaker and P66, not less than 28 days before commencing the execution of any restricted works, the undertaker must submit to P66 the works details for the restricted works and such further particulars as P66 may, within 28 days from the day on which the works details are submitted under this paragraph, reasonably require.

(3) No restricted works are to be commenced until the works details in respect of those works submitted under sub-paragraph (2) have been approved by P66 in writing.

(4) Any approval of P66 required under this paragraph 103 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as P66 may require for the protection of the P66 operations, including but not limited to in respect of the following matters—

- (a) the continuing safety and operational viability of the P66 operations; and
- (b) the installation connection and energisation of any mitigation works and infrastructure reasonably necessary to protect the P66 operations as a result of the construction, energisation or operation of the authorised development; and
- (c) the requirement for P66 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 P66 operations (and at all times in the case of an emergency); and
- (d) compliance with the P66 requirements; and
- (e) compliance with the British Safety Standards.

(5) Any decision of P66 required under this paragraph 103 including any reasonable requirements under sub-paragraph (4), 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 P66) beginning with the date on which the works details were submitted to P66 under sub-paragraph (2) or the date on which any further particulars requested by P66 under sub-paragraph (4) were submitted to P66 (whichever is the later). Where no decision is notified to the undertaker by P66 within these timescales, the undertaker must notify P66 that it has a further period of ten days beginning with receipt of that notice within which to notify the undertaker of its written decision. Where no written decision is notified to the undertaker within the further ten days, P66's approval is deemed to be given. For the purposes of this sub-paragraph (5) notification shall be interpreted in line with article 45 (service of notices).

(6) The restricted works must be executed in accordance with the works details approved (or deemed to be approved) by P66 under this paragraph 103 including any reasonable requirements notified to the undertaker in accordance with sub-paragraph (4) and P66 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 the level of AC interference deemed safe by British Safety Standards is exceeded at the CP test posts as a result of the authorised development (or such other representative locations where P66 demonstrates that the level of AC interference deemed acceptable by British Safety Standards is exceeded as a result of the authorised development).

(7) In undertaking any restricted works or exercising any rights within 15 metres of the P66 operations, the undertaker must comply with such conditions, requirements or regulations as are set out in the P66 requirements and in accordance with the P66 outline specification unless otherwise agreed in writing between the undertaker and P66 acting reasonably and must facilitate (at the undertaker's cost) reasonable provisions for the monitoring of the P66 operations to establish whether damage occurs or has occurred as a result of the restricted works being undertaken.

(8) Where any damage occurs to the P66 operations as a result of the restricted works, the undertaker must—

- (a) immediately cease all work in the vicinity of the damage;
- (b) notify P66 to enable any repair or replacement to be carried out to the reasonable satisfaction of P66;
- (c) at the request and election of P66 either:
 - (i) afford P66 all reasonable facilities to enable it to fully and properly repair and test the P66 operations (including running such further internal pipeline inspections as P66 may reasonably require) and pay to P66 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 P66 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 P66 to have effectively repaired the affected P66 operations; and
 - (d) where testing has taken place under sub-paragraph (8)(c)(ii), (except where P66 agrees otherwise in writing) provide P66 with a copy of the results of such testing before any backfilling takes place.
- (9) Notwithstanding sub-paragraph (8), if any damage occurs to the P66 operations causing a leakage or escape from a pipeline, all work in the vicinity must cease and P66 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.
- (10) In the event that the undertaker does not carry out necessary remedial work in a timely manner then P66 is entitled, but not obliged, to undertake the necessary remedial work and recover the reasonable cost of doing so from the undertaker.
- (11) Following the completion of any works within 50 metres of the P66 operations if damage is found to have occurred to any of the P66 operations as a result of the relevant works, sub-paragraphs (12) and (13) of this paragraph apply to that damage.
- (12) If P66 in accordance with sub-paragraph (4) and in consequence of the restricted works proposed by the undertaker, reasonably requires the removal of any of the P66 operations and gives written notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal of the P66 operations had been required by the undertaker under sub-paragraph (2).
- (13) 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 P66) 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 103 apply to and in respect of the new works details.

Prohibition of acquisition and interference

104.—(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 P66 operations are placed or over which access to the P66 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 P66 operations;
 - (ii) interfere with or affect the P66 operations or P66’s ability to carry out its functions including operating its pipeline or its terminal by way of the creation of restrictive covenants or otherwise;
 - (iii) require that the P66 operations are relocated or diverted;
 - (iv) remove or require to be removed any P66 operations (unless requested by P66 under paragraph 103(12) above);
 - (v) interfere with or affect the anti-corrosion protections in place relating to the P66 operations, or cause an exceedance of the level of AC interference deemed safe by British Safety Standards at the CP test posts as a result of the authorised development or such other representative locations where P66 is able to demonstrate that the authorised development results in an exceedance of the level of AC interference deemed acceptable 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 levels of AC interference deemed safe by British Safety Standards to be exceeded at the CP test posts (or such other representative locations where P66 demonstrates that the level of AC interference deemed acceptable by British Safety Standards is exceeded as a result of the authorised development);

- (b) any right of P66 or its authorised agents to access, repair, replace or renew the P66 operations shall not be extinguished until any necessary alternative access has been provided to the reasonable satisfaction of P66; and
- (c) if the level of AC interference on the P66 operations due to installation or operation of the authorised development exceeds that deemed safe by British Safety Standards at the CP test posts (or such other representative locations where P66 demonstrates that the level of AC interference deemed acceptable by British Safety Standards is exceeded as a result of the authorised development) when measured in isolation and not cumulatively with other projects (but for the avoidance of doubt, any load added to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) as a result of the authorised development will be included), the undertaker must immediately de-energise the authorised development and must not re-energise until those failures have been addressed to P66's reasonable satisfaction.

(2) Where the undertaker takes temporary possession of any land or carries out survey works on land in respect of which P66 has an easement, right, operations, assets or other interests (together "P66's rights")—

- (a) where P66'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 P66's rights do provide or reasonably require access in, on or under the Order limits, P66 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 sub-paragraph (b) the undertaker shall not extinguish P66's rights, unless in accordance with the provisions of this Part of this Schedule.

Cathodic protection and alternating current interference

105. Where in the reasonable opinion of P66 or the undertaker—

- (a) the authorised development might interfere with the cathodic protection forming part of the P66 operations; or
- (b) the authorised development might interfere with the levels of AC interference on the P66 operations; or
- (c) the P66 operations might interfere with the proposed or existing cathodic protection forming part of the authorised development,

P66 and the undertaker must co-operate in undertaking such tests and analysing such data as they consider reasonably necessary (including but not limited to the data collected at the CP test posts and non-routine pipeline pigging inspections) for ascertaining the nature and extent of such interference and implement measures for providing or preserving cathodic protection or reducing levels of AC interference on the P66 operations so as to comply with the British Safety Standards and the P66 requirements and ensure that P66 is granted all necessary proprietary rights to use, repair replace, renew and access said measures for the lifetime of the authorised development, or the P66 operations (whichever occurs first).

Expenses

106.—(1) Subject to the following provisions of this paragraph 106, the undertaker must pay to P66 its reasonable and proper costs in connection with undertaking its obligations under this Part of this Schedule from the date this Order comes into force including—

- (a) the execution of any works under this Part of this Schedule including for the protection of the P66 operations;
- (b) the review, assessment and approval of works details in accordance with paragraph 103;
- (c) any actions relating to pre-construction, construction, commissioning, monitoring, inspection (excluding routine 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 103(4);
- (f) any costs reasonably and properly incurred by or on behalf of P66 in respect of the authorised development and this Order and any action carried out pursuant thereto including any post-construction monitoring costs (excluding routine pipeline pigging inspections) and any action undertaken pursuant to paragraph 105; and
- (g) legal and professional costs.

(2) Prior to incurring any costs or expenses associated with the activities in sub-paragraph (1), the amount of such costs or expenses must be agreed in writing between the undertaker and P66 acting reasonably, save in the case of emergency or operational expediency following which the costs and expenses incurred and the nature of the emergency or operational expediency must be notified to the undertaker as soon as reasonably practicable.

Indemnity

107.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works pursuant to this Order, any damage is caused to the P66 operations, or there is any interruption in any service provided, or in the supply of any goods, by P66, the undertaker must—

- (a) bear and pay the cost reasonably incurred by P66 in making good such damage or restoring the supply; and
- (b) make proper compensation to P66 for any other expenses, loss, claims, demands, actions, proceedings, damages, or costs reasonably incurred by P66, 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 P66, its officers, employees, servants, contractors or agents.

(3) P66 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) P66 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 107 applies. If requested to do so by the undertaker, P66 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 107 for claims reasonably incurred by P66.

(5) The liability of the undertaker under this paragraph 107 is limited to £20,000,000 (twenty million pounds) for each claim and £100,000,000 (one hundred million pounds) in the aggregate.

Arbitration

108.—(1) The undertaker and P66 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 P66 under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and P66, 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).

APPENDIX 2

PART 9

FOR THE PROTECTION OF PHILLIPS 66 LIMITED

101. For the protection of P66, the following provisions have effect, unless otherwise agreed in writing between the undertaker and P66.

102. In this Part of this Schedule—

“AC interference modelling” means an alternating current (AC) corrosion study carried out for the proposed 400kV underground cable circuit forming part of Work No. 5A, using the baseline AC data to identify the likely level of AC interference on the P66 operations as a result of the authorised development;

“baseline AC data” means the P66 Baseline AC Data Report at Appendix A to the P66 outline specification containing survey data of single AC voltage measurements recorded during routine cathodic protection surveys at the CP test posts, as updated from time to time, but no less frequently than once every six months. P66 shall use reasonable endeavours to provide the updated baseline AC data to the undertaker within 28 days of any update;

“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 EN ISO 18086:2020 standards, as amended or replaced from time to time, to the extent applicable to the authorised development including in respect of AC interference over the safe levels set by British Safety Standards (currently 30Am-2) or any successor threshold recognised by applicable British Safety Standards;

“CP test posts” means the FINA Cathodic Protection Test Posts with ID numbers 3650, 3700, 3750 and 3850 as shown on Figure 1 of the baseline AC data;

“P66” means Phillips 66 Limited (company number 00529086) whose registered office address is 7th Floor, 200-202 Aldersgate Street, London, EC1A 4HD and includes their respective successors in function in relation to the P66 operations and their respective successors in title in relation to the 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) works forming part of the authorised development within 15 metres of the P66 operations that will or may affect the P66 operations or access to them including—
 - (i) any enabling works, site preparation, ground investigation, haul road installation, temporary works or energisation; or
 - (ii) any crossing of the P66 operations (including crossings which result in an exceedance of the level of AC interference ~~deems~~deemed acceptable by British Safety Standards at the CP test posts or such other representative locations where P66 demonstrates that the level of AC interference deemed acceptable by British Safety Standards is exceeded as a result of the authorised development) or rights relating thereto; or
 - (iii) any works which may result in any interference with the P66 operations;
- (b) the use of explosives within 400 metres of the P66 operations; or
- (c) piling, undertaking of a 3D seismic survey or the sinking of boreholes within 20 metres of the P66 operations; or
- (d) works forming part of the authorised development that will or may add load to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) such that AC interference at the CP test posts exceeds the levels deemed safe by British Safety Standards or such other representative locations where P66 demonstrates that the level of AC interference deemed acceptable by British Safety Standards is exceeded as a result of the authorised development and would affect the safe and efficient operation of the P66 operations,
whether carried out by the undertaker or any third party in connection with the authorised development;

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

“the P66 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—

- (e) plans, and sections;
- (f) 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 P66 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 information reasonably required by P66 to assess the restricted works and their potential impact on the P66 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;
- (g) where the restricted works will or may be situated on, over, under or within 15 metres measured in any direction of the P66 operations, or (wherever situated) impose any load directly upon the P66 operations or involve embankment works within 15 metres of the P66 operations, the method statement must also include—
 - (i) the position of the P66 operations; and
 - (ii) by way of detailed drawings, every alteration proposed to be made to the P66 operations; and
- (h) any further particulars provided in response to a request under paragraph 103.

Consent of restricted works under this Part

103.—(1) Unless otherwise agreed in writing, prior to the undertaker submitting the works details for the restricted works, the undertaker must carry out the AC interference modelling in accordance with the reasonable requirements and to the reasonable satisfaction of P66 and provide the results of such modelling to P66 with the works ~~detailed~~[details](#) to be submitted pursuant to sub-paragraph (2).

(2) Unless a shorter period is otherwise agreed in writing between the undertaker and P66, not less than 28 days before commencing the execution of any restricted works, the undertaker must submit to P66 the works details for the restricted works and such further particulars as P66 may, within 28 days from the day on which the works details are submitted under this paragraph, reasonably require.

(3) No restricted works are to be commenced until the works details in respect of those works submitted under sub-paragraph (2) have been approved by P66 in writing.

(4) Any approval of P66 required under this paragraph 103 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as P66 may require for the protection of the P66 operations, including but not limited to in respect of the following matters—

- (a) the continuing safety and operational viability of the P66 operations; and
- (b) the installation connection and energisation of any mitigation works and infrastructure reasonably necessary to protect the P66 operations as a result of the construction, energisation or operation of the authorised development; and
- (c) the requirement for P66 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 P66 operations (and at all times in the case of an emergency); and
- (d) compliance with the P66 requirements; and
- (e) compliance with the British Safety Standards.

(5) Any decision of P66 required under this paragraph 103 including any reasonable requirements under sub-paragraph (4), 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 P66) beginning with the date on which the works details were submitted to P66 under sub-paragraph (2) or the date on which any further particulars requested by P66 under sub-paragraph (4) were submitted to P66 (whichever is the later). Where no decision is notified to the undertaker by P66 within these timescales, the undertaker must notify P66 that it has a further period of ten days beginning with receipt of that notice within which to notify the undertaker of its written decision. Where no written decision is notified to the undertaker within the further ten days, P66's approval is deemed to be given. For the purposes of this sub-paragraph (5) notification shall be interpreted in line with article 45 (service of notices).

(6) The restricted works must be executed in accordance with the works details approved (or deemed to be approved) by P66 under this paragraph 103 including any reasonable requirements notified to the undertaker in accordance with sub-paragraph (4) and P66 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 [the level of AC interference deemed safe by British Safety Standards are is exceeded at the CP test posts as a result of the authorised development \(or such other representative locations where P66 demonstrates that the level of AC interference deemed acceptable by British Safety Standards is exceeded as a result of the authorised development\)](#).

(7) In undertaking any restricted works or exercising any rights within 15 metres of the P66 operations, the undertaker must comply with such conditions, requirements or regulations as are set out in the P66 requirements and in accordance with the P66 outline specification unless otherwise agreed in writing between the undertaker and P66 acting reasonably and must facilitate (at the undertaker's cost) reasonable provisions for the monitoring of the P66 operations to establish whether damage occurs or has occurred as a result of the restricted works being undertaken.

(8) Where any damage occurs to the P66 operations as a result of the restricted works, the undertaker must—

- (a) immediately cease all work in the vicinity of the damage;
- (b) notify P66 to enable any repair or replacement to be carried out to the reasonable satisfaction of P66;
- (c) at the request and election of P66 either:
 - (i) afford P66 all reasonable facilities to enable it to fully and properly repair and test the P66 operations (including running such further internal pipeline inspections as P66 may reasonably require) and pay to P66 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 P66 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 P66 to have effectively repaired the affected P66 operations; and
 - (d) where testing has taken place under sub-paragraph (8)(c)(ii), (except where P66 agrees otherwise in writing) provide P66 with a copy of the results of such testing before any backfilling takes place.
- (9) Notwithstanding sub-paragraph (8), if any damage occurs to [the](#) P66 operations causing a leakage or escape from a pipeline, all work in the vicinity must cease and P66 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.
- (10) In the event that the undertaker does not carry out necessary remedial work in a timely manner then P66 is entitled, but not obliged, to undertake the necessary remedial work and recover the reasonable cost of doing so from the undertaker.
- (11) Following the completion of any works within 50 metres of the P66 operations if damage is found to have occurred to any of the P66 operations as a result of the relevant works, sub-paragraphs (12) and (13) of this paragraph apply to that damage.
- (12) If P66 in accordance with sub-paragraph (4) and in consequence of the restricted works proposed by the undertaker, reasonably requires the removal of any of the P66 operations and gives written notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal of the P66 operations had been required by the undertaker under sub-paragraph (2).
- (13) 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 P66) 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 103 apply to and in respect of the new works details.

Prohibition of acquisition and interference

104.—(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 P66 operations are placed or over which access to the P66 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 P66 operations;
 - (ii) interfere with or affect the P66 operations or P66’s ability to carry out its functions including operating its pipeline or its terminal by way of the creation of restrictive covenants or otherwise;
 - (iii) require that the P66 operations are relocated or diverted;
 - (iv) remove or require to be removed any P66 operations (unless requested by P66 under paragraph 103(12) above);
 - (v) interfere with or affect the anti-corrosion protections in place relating to the P66 operations, or ~~exceed~~[cause an exceedance of the level of AC interference deemed safe by British Safety Standards at the CP test posts as a result of the authorised development or such other representative locations where P66 is able to demonstrate that the authorised development results in an exceedance of the level of AC interference deemed acceptable 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 levels of AC interference deemed safe by British Safety Standards to be exceeded at the CP test posts [\(or such other representative locations where P66 demonstrates that the level of AC interference deemed acceptable by British Safety Standards is exceeded as a result of the authorised development\)](#);

- (b) any right of P66 or its authorised agents to access, repair, replace or renew the P66 operations shall not be extinguished until any necessary alternative access has been provided to the reasonable satisfaction of P66; and
- (c) if the level of AC interference on the P66 operations due to installation or operation of the authorised development exceeds that deemed safe by British Safety Standards at the CP test posts (or such other representative locations where P66 demonstrates that the level of AC interference deemed acceptable by British Safety Standards is exceeded as a result of the authorised development) when measured in isolation and not cumulatively with other projects (but for the avoidance of doubt, any load added to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) as a result of the authorised development will be included), the undertaker must immediately de-energise the authorised development and must not re-energise until those failures have been addressed to P66's reasonable satisfaction.

(2) Where the undertaker takes temporary possession of any land or carries out survey works on land in respect of which P66 has an easement, right, operations, assets or other interests (together "P66's rights")—

- (a) where P66'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 P66's rights do provide or reasonably require access in, on or under the Order limits, P66 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 sub-paragraph (b) the undertaker shall not extinguish P66's rights, unless in accordance with the provisions of this Part of this Schedule.

Cathodic protection and alternating current interference

105. Where in the reasonable opinion of P66 or the undertaker—

- (a) the authorised development might interfere with the cathodic protection forming part of the P66 operations; or
- (b) the authorised development might interfere with the levels of ~~alternate current~~AC interference on the P66 operations; or
- (c) the P66 operations might interfere with the proposed or existing cathodic protection forming part of the authorised development,

P66 and the undertaker must co-operate in undertaking such tests and analysing such data as they consider reasonably necessary (including but not limited to the data collected at the CP test posts and non-routine pipeline pigging inspections) for ascertaining the nature and extent of such interference and implement measures for providing or preserving cathodic protection or reducing levels of ~~alternate current~~AC interference on the P66 operations so as to comply with the British Safety Standards and the P66 requirements and ensure that P66 is granted all necessary proprietary rights to use, repair replace, renew and access said measures for the lifetime of the authorised development, or the P66 operations (whichever occurs first).

Expenses

106.—(1) Subject to the following provisions of this paragraph 106, the undertaker must pay to P66 its reasonable and proper costs in connection with undertaking its obligations under this Part of this Schedule from the date this Order comes into force including—

- (a) the execution of any works under this Part of this Schedule including for the protection of the P66 operations;
- (b) the review, assessment and approval of works details in accordance with paragraph 103;
- (c) any actions relating to pre-construction, construction, commissioning, monitoring, inspection (excluding routine 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 103(4);
- (f) any costs reasonably and properly incurred by or on behalf of P66 in respect of the authorised development and this Order and any action carried out pursuant thereto including any post-construction monitoring costs (excluding routine pipeline pigging inspections) and any action undertaken pursuant to paragraph 105; and
- (g) legal and professional costs.

(2) Prior to incurring any costs or expenses associated with the activities in sub-paragraph (1), the amount of such costs or expenses must be agreed in writing between the undertaker and P66 acting reasonably, save in the case of emergency or operational expediency [following which the costs and expenses incurred and the nature of the emergency or operational expediency](#) must be notified to the undertaker as soon as reasonably practicable.

Indemnity

107.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works pursuant to this Order, any damage is caused to the P66 operations, or there is any interruption in any service provided, or in the supply of any goods, by P66, the undertaker must—

- (a) bear and pay the cost reasonably incurred by P66 in making good such damage or restoring the supply; and
- (b) make proper compensation to P66 for any other expenses, loss, claims, demands, actions, proceedings, damages, or costs reasonably incurred by P66, 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 P66, its officers, employees, servants, contractors or agents.

(3) P66 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) P66 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 107 applies. If requested to do so by the undertaker, P66 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 107 for claims reasonably incurred by P66.

(5) The liability of the undertaker under this paragraph 107 is limited to £20,000,000 ~~million~~ (twenty million pounds) for each claim and £100,000,000 (one hundred million pounds) in the aggregate.

Arbitration

108.—(1) The undertaker and P66 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 P66 under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and P66, 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).