

Application by RWE Renewables UK Solar and Storage Limited for Peartree Hill Solar Farm

National Gas Transmission plc – Responses to ExQ3

Question 3.3.4:

(a) In response to part (a), please see the table below for NGT's position below on each of the provisions outstanding from the protective provisions.

(b) In response to part (b), discussions remain ongoing between NGT and the Applicant, but the dDCO does not contain NGT's Protective Provisions (as submitted at Deadline 1 (REP1-099)). NGT remains confident of reaching agreement with the Applicant, but this is contingent on the dDCO containing NGT's Protective Provisions. Until satisfactory agreement has been reached with the Applicant, NGT reserves its right to make further submissions to the Examination at a later date.

Table 1: Status of Protective Provisions for the benefit of National Gas Transmission (NGT)

Ref	Provision in dispute	Applicant's proposed amendments to NGT protective provisions	Applicant's position	NGT position
Sch 12, Part 5, para 39	Definition of "acceptable insurance"	"acceptable insurance" means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as may be agreed in writing by National Gas . Such insurance shall will be maintained (a) during the construction period of the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance shall will include (without limitation):	The Applicant considers that there should be an option to agree a lower amount and this is precedented in other recently made DCOs for example the East Yorkshire Solar Farm Order 2025 and has added wording to that effect. Including the wording offers flexibility to both NGT and the Applicant and would only be allowed if NGT agreed to it.	NGT requires that its precedent wording is maintained for consistency.
Sch 12, Part 5, para 39	Definition of "authorised works"	"authorised works" has the same meaning as is given to the term "authorised development" in article 2 (interpretation) of this Order and	The Applicant has deleted this wording as it is considered superfluous in light of the definition of authorised development in the DCO which is	NGT considers that use and maintenance is not covered by the definition of development under section 32 of the 2008 Act, and the definition

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		includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;	sufficiently wide to cover associated development and any other development authorised by the DCO. Further, the application of the term 'authorised works' in the protective provisions allow, where appropriate, for reference to be made explicitly to maintenance and use for example in the provision of consent under paragraph 42.	under Article 2 of the dDCO would not cover those works constructed under the Schedule e.g. replacement apparatus. On this basis, the deletion is not agreed.
Sch 12, Part 5, para 39	Definition of "specified works" and its application in the protective provisions at paragraphs 46 and 47 in relation to the indemnity and expenses offered.	<p>"specified works" means any of the authorised works or activities undertaken in association with the authorised works which:</p> <p>(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 43(2) or otherwise; and/or</p> <p>(b) may in any way adversely affect any apparatus the removal of which has not been re-quired by the undertaker under paragraph 43(2) or otherwise; and/or</p> <p>(c) includes any of the activities that are referred to in paragraph 8 of</p>	<p>The Applicant does not consider the additional wording in the definition proposed by NGT is needed as the definition of authorised development, which is how the authorised works are defined, is already drafted widely to encompass any relevant related activities that the Applicant undertakes. The words proposed by NGT are ambiguous as to what would be included and the Applicant needs to have clarity in light of the obligations under the protective provisions.</p> <p>The Applicant has replaced 'authorised works' with 'specified works' in paragraphs 46 and 47. The Applicant considers that as the intention of the protective provisions is to address the</p>	<p>NGT considers that the deleted wording is required to ensure adequate protection beyond the authorised works.</p> <p>With regards to the point regarding references to 'specified works' in relation to indemnity and expenses provisions, references to specified works instead of authorised works is not sufficiently broad to cover the range of interactions arising as a result of the development that could lead to costs or losses being incurred by NGT, particularly where assets are not being retained in situ and are instead being removed under paragraph 7(2). 'Specified works' excludes apparatus which has been removed as a result of</p>

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		T/SP/SSW/22 (National Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Gas, High pressure Gas pipelines and associated installation requirements for third parties".	position where the Applicant's works are in proximity to NGT assets or otherwise adversely affect them and this is covered in the broad definition of specified works. Further the Applicant considers that it should only be liable to indemnify and cover expenses of NGT for specified works as this has been drafted widely and includes any works which would adversely affect NGT apparatus.	<p>paragraph 7(2). Referring only to 'specified works' and not 'authorised works' within paragraph 10 (Expenses) and paragraph 11 (Indemnity) would preclude costs or losses associated with this removal which the remaining drafting e.g. at paragraph 10(1) clearly anticipates being covered. Similarly, reference to authorised works at paragraph 11 clearly anticipates overage in relation to these removal works.</p> <p>For example, at paragraph 10(1), reference to 'specified works' here does not allow for coverage of costs relate to the removal of apparatus as the removal of apparatus under paragraph 7(2) is not a specified work. The drafting of the rest of paragraph clearly indicates that such costs should be covered.</p> <p>It is a standard position that the indemnity / expenses provisions cover 'authorised works'.</p>

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Sch 12, Part 5, para 42	Protective works to Buildings	42. Except in an emergency the undertaker, in the case of the powers conferred by article 20 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Gas which must not unreasonably be withheld or delayed.	<p>The Applicant considers that the words 'Except in emergency' should be added and is considered a reasonable addition so that they can act quickly in the case of an emergency without being put at risk of delay in having to gain NGTs prior consent.</p> <p>The wording "which must not unreasonably be withheld or delayed" is considered a reasonable addition and similar to that included in paragraph 68 of Part 6 of Schedule 14 to the A122 (Lower Thames Crossing) Development Consent Order 2025 and the Byers Gill Solar Order 2025.</p>	<p>There are provisions with the protective provisions already which specify what happens in the event of an emergency, and so this additional drafting is not required.</p> <p>Paragraph 13(2) (Co-operation) already provides that NGT's consent should not be unreasonably withheld or delayed.</p>
Sch 12, Part 5	Acquisition of Land	<p>Acquisition of land</p> <p>1. (1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not (a) appropriate or acquire or take temporary possession of any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest</p>	<p>The Applicant and NGT disagree on the inclusion of a protective provision relating to the exercise by the Applicant of its powers of acquisition under the DCO. The Applicant does not consider there should be any restrictions on the use of the compulsory acquisition powers in the DCO.</p> <p>Government guidance, "Guidance on the content of a Development Consent Order required for a Nationally</p>	<p>The removal of these provisions cannot be agreed. The inclusion of provisions regarding the acquisition of land is a longstanding position in the case of statutory undertakers and there is no reason to derogate from it here. To do so would cut across a well-established and accepted protection for all statutory undertakers.</p> <p>In addition, and critically, under the terms of its licence, NGT cannot simply allow the disposal of its assets. There</p>

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		<p>or right and/or apparatus of National Gas otherwise than by agreement.</p> <p>(2) As a condition of an agreement between the parties in sub paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Gas and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Gas or affect the provisions of any enactment or agreement regulating the relations between National Gas and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Gas reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Gas and the undertaker acting reasonably and which must be no less favourable on the whole to National Gas unless otherwise agreed by National Gas, and it will be the responsibility of the</p>	<p>Significant Infrastructure Project" states:</p> <p><i>"Most statutory undertakers have now developed their own preferred form of protective provisions which is very helpful to the preparation of the draft DCO. However, these must be adapted as necessary so they accurately reflect the proposed development. <u>They should also not simply negate other provisions of the DCO, particularly concerning proposed compulsory acquisition of statutory undertakers' land.</u>"</i></p> <p>The result of this provision would be the effective disapplication of powers within the DCO and this is not consistent with Government guidance on the drafting of DCOs. <i>The Applicant does not consider that in the case of the Project this provision is necessary, particularly in light of the other protections in the protective provisions.</i></p> <p><i>The Applicant notes from the recent A122 Lower Thames Crossing DCO decision, that the Secretary of State/ExA did not permit an equivalent</i></p>	<p>are additional processes that must be followed and therefore agreeing to removal of this provision would be contrary to NGT's statutory obligations under its licence.</p> <p><u>Guidance:</u></p> <p>In any event, the Guidance quoted above refers to negating other provisions of the DCO. The Acquisition of Land provisions within these PPs do not negate the compulsory acquisition provisions within the dDCO. The provisions still allow for compulsory acquisition to take place, in accordance with the terms of these PPs.</p> <p><u>LTC Decision:</u></p> <p>We note from the LTC Decision that the argument for removal of Acquisition of Land was progressed in relation to HS1 interests. However, provisions concerning the Acquisition of Land have been included for the following statutory undertakers:</p>

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		<p>undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.</p> <p>(3) Save where otherwise agreed in writing between National Gas and the undertaker the undertaker and National Gas agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Gas and/or other enactments relied upon by National Gas as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.</p> <p>(4) Any agreement or consent granted by National Gas under paragraph 9 or</p>	<p><i>provision which would negate the powers sought. The same principle applies in this case, with the Examining Authority in that case finding that "The ExA concludes that a balance has to be struck between the HS1 role as a statutory undertaker managing its high speed railway and assets and the ability of the LTC undertaker to construct the Proposed Development, and declines to recommend the inclusion of a consent or veto provision: the protective provisions in the dDCO."</i></p>	<ul style="list-style-type: none"> • Part 1: For the Protection of Electricity, Gas, Water and Sewerage Undertakers; • Part 2: For the Protection of Specified Gas Undertakers; • Part 3: For the Protection of National Gas Transmission Plc; • Part 4: For the Protection of National Grid Electricity Transmission Plc. <p>There are also multiple examples of DCOs being granted subsequent to the LTC decision where these provisions have been include. Again, there is no reason to derogate from established principles of protection here.</p> <p>In addition, the Applicant's objection to the inclusion of this paragraph is based on an incorrect premise. Paragraph 6 would not prevent the Applicant from being able to build out the Development, for the reasons set out below.</p>

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		<p>any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub paragraph (1).</p>		<p>The suggestion that this approach is in line with paragraph 012 of the Planning Act 2008: Content of a Development Consent Order is incorrect. Paragraph 012 is making the point that protective provisions must be bespoke to the development under consideration, as is clear from the sentence following the words quoted by the Applicant. In this case, there are good reasons why NGT requires the protection it is seeking by the inclusion of paragraph 6. Again, these reasons are set out below,</p> <p>NGT is a statutory undertaker within the meaning of section 127(8) of the Planning Act 2008. In these circumstances, section 127(2) and (5) provide that any order granting development consent for the Project may only include provision authorising the compulsory acquisition of NGT's land or rights therein if this can be done without serious detriment to the carrying on of NGT's undertaking (whether by the provision of replacement land or otherwise) or any detriment in consequence of the acquisition of a right can be made good.</p>

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				<p>As matters stand, serious detriment to NGT's undertaking would result from the Project due to the interference with its existing apparatus. The Applicant's proposal to compulsorily acquire rights and impose restrictions on land where that apparatus is located cannot take place without NGT approval for reasons of safety.</p> <p>Paragraph 13(2) of the Protective Provisions provides that whenever NGT's consent, agreement or approval is required for the taking of any action by the Applicant, this must not be unreasonably withheld or delayed. To the extent that the Applicant considers a refusal by NGT to agree to the use of powers of compulsory acquisition to be unreasonable, it would be able to use the arbitration procedure in the DCO to resolve the dispute by virtue of paragraph 15 of the Protective Provisions.</p> <p>NGT considers that this represents a reasonable balance between the interest of the Applicant and of NGT's undertaking.</p>

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Sch 12, Part 5, para 42	Removal of Apparatus	<p>43. (2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Gas a minimum of 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Gas reasonably needs to remove any of its apparatus) the undertaker must, subject to subparagraph (3), secure any necessary consents for the alternative apparatus and afford to National Gas to its reasonable satisfaction (taking into account paragraph 44(1) below) the necessary facilities and rights –</p> <p>(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and</p>	<p>The Applicant considers that it is appropriate for a time frame to be added at para 43(2) for it to give notice to NGT as the term 'advance' can be interpreted widely. The Applicant has suggested a minimum of 56 days. This approach is precedented in the Byers Gill Solar Order 2025, which contains the same wording in the protective provisions for National Grid Electricity Transmission Plc.</p>	<p>NGT considers that 'Advance notice' ensures sufficient time where timescales cannot be dictated. Given that this provision refers to the securing of any necessary consents for alternative apparatus (which may be consents with third parties), stipulating a timeframe is not appropriate here.</p>

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		(b) subsequently for the maintenance of that apparatus.		
Sch 12, Part 5, para 43	Removal of Apparatus	43. (3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Gas may in its sole discretion will, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall must not extend to the requirement for National Gas to use its compulsory purchase powers to this end unless it elects to so do.	The Applicant does not agree to the inclusion of the wording ' <i>may in its sole discretion</i> '. To include such wording suggests that NGT may not assist the Applicant in getting any facilities and rights in land that would enable the Applicant to provide the alternative apparatus. This would be counterproductive to the intention of the protective provisions and would prevent the Applicant from fulfilling its obligations under the protective provisions. The Applicant's proposed wording is that NGT will take reasonable steps to assist the Applicant to obtain the necessary rights and facilities in land for alternative apparatus. This wording is also not contained in the same provision in the protective provisions for National Grid Electricity Transmission Plc in the Byers Gill Solar Order 2025.	NGT should have sole discretion in these circumstances.
Sch 12, Part 5, para 44	Facilities and rights for apparatus	44. (1) Where, in accordance with the provisions of this Part of this Schedule, the under-taker affords to or secures for National Gas facilities and rights in land	The Applicants position is that the is wording that has been deleted is not needed as the rights and facilities need to be agreed between the Applicant and	It is an established principle that the facilities and rights should not be any less favourable, unless agreed by NGT. There are provisions within this

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		for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Gas and must be no less favourable on the whole to National Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Gas.	NGT and it would be for NGT to decide at that time what was needed for the alternative apparatus. This reflects the position for other undertakers in Part 1 of Schedule 12 to the Draft DCO.	paragraph that deals with circumstances where there is a failure to agree and so this amendment is unnecessary.
Sch 12, Part 5, para 45	Retained Apparatus	<p>45. (4) Any approval of National Gas required under sub-paragraph (3) -</p> <p>(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (6) provided that any conditions are communicated to the undertaker within a period of 42 days beginning with the date on which a plan is submitted to National Gas in accordance with sub-paragraph (1); and,</p>	The Applicant has programme constraints to meet connection dates and as a result it is important that approvals are given promptly. The Applicant has therefore included wording to note that any approval given may be subject to reasonable conditions provided they are communicated to the Applicant within 42 days. Further any modifications required must also be notified to the Applicant within 42 days. Timeframes have been added to provide clarity and are considered essential to enable the Applicant to programme its works.	These timescales cannot be agreed to by NGT. Given the scale of the organisation, it cannot guarantee that they will be complied with.

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		<p>(b) must not be unreasonably withheld or delayed.</p> <p>(5) In relation to any specified works to which sub-paragraphs (1) and/or (2) apply, National Gas may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus and National Gas must notify the undertaker of such modifications within a period of 42 days beginning with the date on which the plan required under sub paragraph (1) has been submitted to National Gas.</p>		
Sch 12, Part 5, para 46	Expenses	<p>46. (1) Save where otherwise agreed in writing between National Gas and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Gas within 30 days of receipt of an itemised invoice or claim from National Gas all charges, costs and expenses (but</p>	<p>The Applicant and NGT disagree on the scope of expenses that the Applicant should be liable for. The Applicant's proposed protective provisions make clear that the Applicant is not liable for any consequential or indirect loss. The Applicant does not consider it appropriate for the protective provisions</p>	<p>The principle of anticipated costs is well established. NGT should not be unduly financially burdened as a result of the Peartree Hill project.</p> <p>With regards to indirect and consequential loss, one of the significant risks to NGT is the risk of</p>

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		<p>always excluding any consequential or indirect loss) reasonably anticipated within the following three months or reasonably and properly incurred by National Gas in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any specified authorised works including without limitation-</p> <p>(a) any costs reasonably incurred by or compensation properly paid by National Gas in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Gas as a consequence of National Gas:</p> <p>(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 43(3); or</p> <p>(ii) exercising any compulsory purchase powers in the Order</p>	<p>to cover indirect and consequential loss; a principle well precedented in relation to indemnities and accepted by NGT in the protective provisions and therefore the Applicant considers it reasonable to extend to recoverable expenses as well. Further, the Applicant does not consider it reasonable for anticipated costs to be included if indirect and consequential loss is not excluded from the protective provisions. The exclusion of consequential or indirect losses has been precedented in the protective provisions for Network Rail contained in the HyNet Carbon Dioxide Pipeline Order 2024.</p>	<p>service interruption. NGT should not be liable in this case.</p>

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		<p>transferred to or benefitting National Gas;</p> <p>(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;</p> <p>(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;</p> <p>(d) the approval of plans;</p> <p>(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and</p> <p>(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works</p>		

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		referred to in this Part of this Schedule.		
Sch 12, Part 5, para 47	Indemnity	<p>47.(1)(b) indemnify National Gas for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Gas, by reason or in consequence of any such damage or interruption or National Gas becoming liable to any third party and including Network Code Claims as aforesaid other than arising from any default of National Gas.</p>	<p>It is not acceptable for the Applicant to be liable for Network Code Claims. It is excessively broad, and the exclusion of Network Code Claims is well-precedented in other DCOs for example the A122 (Lower Thames Crossing) Development Consent Order 2025.</p>	<p>The Network Code Claims regime is not something that NGT has created, it is something that NGT adheres to. It's inclusion within PPs is also well precededented.</p> <p>"Network Code Claims" means any claim made against National Gas by any person or loss suffered by National Gas under the Network Code arising out of or in connection with any failure by National Gas to make gas available for off take at, or a failure to accept gas tendered for delivery from, any entry point to or exit point from the gas national transmission system as a result of the authorised works or any costs and/or expenses incurred by National Gas as a result of or in connection with, it taking action (including purchase or buy back of capacity) for the purpose of managing constraint or potential constraint on the gas national transmission system which may arise as a result of the authorised works</p> <p>"Network Code" means the network code prepared by National Gas pursuant to Standard Special Condition</p>

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				<p>A11(3) of its Gas Transporter's Licence, which incorporates the Uniform Network Code, as defined in Standard Special Condition A11(6) of National Gas's Gas Transporters Licence, as both documents are amended from time to time</p> <p>NGT does not consider that these provisions are excessively broad, as is demonstrated by the level of detail provided in the definitions in the PPs (as set out above). These are obligations which NGT must comply with under its licence and NGT does not consider it reasonable for it to be penalised under these obligations as a result of a third party project.</p> <p>NGT would also note that these only apply where the undertaker has done something to cause damage to NGT's apparatus or cause an interruption in service which would not have occurred by for the undertaker's actions.</p>
Sch 12, Part 5, para 47	Indemnity	<p>47.(4) National Gas must give the undertaker reasonable written notice of any such third party claim or demand as soon as reasonably practicable after National Grid Electricity Plc become aware of any such claims or demands, and no settlement, admission of liability</p>	<p>The Applicant and NGT disagree on the role of the Applicant in managing third party claims that fall within the scope of the indemnity.</p> <p>Whilst the Applicant welcomes communication from NGT as to any</p>	<p>NGT cannot agree to a third-party taking control of any claims, as there is a risk of reputational damage.</p>

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		<p>or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without the prior consent of the undertaker (such consent not be unreasonably withheld or delayed) (which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceeding necessary to resist the claim or demand) first consulting the undertaker and considering their representations.</p>	<p>third party claims or demands, the Applicant's proposed wording ensures that the consent of the Applicant is needed before any settlement or compromise is reached. The Applicant considers that if it is to indemnify NGT then it is entirely reason-able that NGT do not settle or compromise on any claims before the Applicant has an opportunity to consider and give their agreement. Similar wording is included in the protective provisions for Network Rail on the National Grid (Richborough Connection Project) Development Consent Order 2017 and the A122 (Lower Thames Crossing) Development Consent Order 2025. It also reflects the position in Part 1 of Schedule 12 to the Draft DCO.</p>	
Sch 12, Part 5, para 51	Arbitration	<p>48. Save for differences or disputes arising under paragraph 44(2), 44(4) 45(1) and 46(1)a Any difference or dispute arising between the undertaker and National Gas under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Gas, be</p>	<p>The Applicant does not agree and consider that there should be no carve outs and that the arbitration clause in the DCO is appropriate for all disputes. The Arbitration clause al-lows for expert evidence. Without clarity, the Applicant would be unable to progress with the project in a timely manner should there be dispute unresolved and no</p>	<p>The excluded paragraphs go to issues which should not fall to a third-party arbitrator to decide on, namely issues that go to NGT's exercise of its statutory undertaking.</p>

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		determined by arbitration in accordance with article 48 (arbitration).	opportunity for arbitration. This is preceded in the protective provisions for NGT in the National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order 2024.	

Addleshaw Goddard LLP

For and on behalf of National Gas Transmission plc

28 November 2025