

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

Contact: [REDACTED]
T: [REDACTED]
E: [REDACTED]@weightmans.com
Office: Liverpool
Our ref: W22559-2891 /MWill/7993

Your ref: EN010157

6 January 2026

By email only to: PeartreeHillSolarFarm@planninginspectorate.gov.uk

Dear Planning Inspectorate,

Peartree Hill Solar Farm Development Consent Order ('DCO') submitted by RWE Renewables UK Solar and Storage Limited ('the Applicant')

Our Client: Northern Powergrid (Yorkshire) PLC

We write on behalf of Northern Powergrid (Yorkshire) PLC ('our Client'), further to its objection to the DCO dated 30 May 2025.

As stated in the Applicant's Closing Statement dated 23 December 2025, the Applicant and our Client have been unable to reach an agreement on the bespoke protective provisions which form part of the final draft DCO.

Our Client does not agree to the inclusion of the exclusion from the indemnity given by the Applicant within the draft DCO at Sch 12, Part 7, Para 103(2)(b). As drafted, this imposes an unreasonable and open-ended liability on our Client as a consequence of work carried out by the Applicant.

The inclusion of this provision is not consistent with the DCOs referred to in the Applicant's closing statement. Our Client agreed bespoke protective provisions for development consent orders in both the East Yorkshire Solar Farm Order 2025 and Byers Gill Solar Order 2025, and

the disputed drafting (to exclude indirect or consequential losses of third parties which are not reasonably foreseeable) was not included in either agreed DCO.

To be clear, our client is asking the Applicant to indemnify it only in respect of costs which:

- (i) can lawfully be recovered from our client by third parties; and
- (ii) arise only as a consequence of the Applicant's works.

It is expected that circumstances which allow for the recovery of costs and losses from our Client which are not reasonably foreseeable will be limited. However, where such circumstances arise, it is proper that the Applicant indemnifies our Client in respect of the same.

The inclusion of the wording proposed by the Applicant means that our Client would have to bear losses for claims made against it where such claims arise solely as a consequence of the Applicant's works. It exposes our Client to the costs of indirect or consequential losses to third parties for works which are being carried out only due to the Applicant's scheme.

For these reasons, we respectfully request that the Inspectorate exercise its powers to require the Applicant to remove the wording currently drafted at Sch 12, Part 7, Para 103(2)(b).

For the avoidance of doubt, should the drafting of the Development Consent Order remain unchanged from the final draft submitted by the Applicant 23 December 2025, our Client confirms that its objection dated 30 May 2025 continues to apply in full. That objection has not been withdrawn and should be treated as remaining extant and relevant to the determination of the Order.

Please kindly confirm receipt of this letter upon delivery.

Yours faithfully

A large black rectangular redaction box covering the signature area.

Weightmans LLP