



## Great North Road Solar and Biodiversity Park

Statement of Common Ground with National Grid Electricity Transmission  
plc

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The Infrastructure Planning (Examination Procedure) Rules 2010



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## Revision History

Revision	Revision Date	Authorised By	Position	Comment
Issue 1	5 <sup>th</sup> December 2025	Elena Sarieva	Head of Planning	For NGET Review
Issue 2	15 <sup>th</sup> January 2026	Elena Sarieva	Head of Planning	For NGET Review
Issue 3	12 <sup>th</sup> February 2026	Elena Sarieva	Head of Planning	For NGET Review
Issue 4	17 <sup>th</sup> February 2026	Elena Sarieva	Head of Planning	D3 Updates
Issue 5	17 <sup>th</sup> March 2026	Elena Sarieva	Head of Planning	D4 Updates
<a href="#">Issue 6</a>	<a href="#">15<sup>th</sup> April 2026</a>	<a href="#">Elena Sarieva</a>	<a href="#">Head of Planning</a>	<a href="#">D5 Updates</a>
<a href="#">Issue 7</a>	<a href="#">23<sup>rd</sup> April 2026</a>	<a href="#">Elena Sarieva</a>	<a href="#">Head of Planning</a>	<a href="#">D6 Updates</a>

## 1 INTRODUCTION

### 1.1 PURPOSE OF THIS DOCUMENT

- 1.1.1 This Statement of Common Ground (SoCG) has been prepared to support an application (the Application) for a Development Consent Order (DCO) from the Secretary of State (SoS) for Energy Security and Net Zero under Section 37 of the Planning Act 2008 (PA 2008) for the proposed Great North Road Solar and Biodiversity Park Development (the Development). The Application has been submitted by Elements Green Trent Limited (the Applicant).
- 1.1.2 This SoCG has been produced to confirm to the Examining Authority (ExA) where agreement has been reached between the Parties, and where agreement has not (yet) been reached.
- 1.1.3 SoCGs are an established means in the planning process of allowing all Parties to identify and focus on specific issues that may need to be addressed during the examination. This SoCG will be revised and updated as discussions between the Parties progress during the Examination.

### 1.2 PARTIES TO THIS STATEMENT OF COMMON GROUND

- 1.2.1 This SoCG has been prepared by (1) Elements Green Trent Limited as the Applicant and (2) National Grid Electricity Transmission plc ([NGET](#)) (collectively, 'the Parties').

### 1.3 TERMINOLOGY

- 1.3.1 In the table in the Issues section of this SoCG:
- “Agreed” (Green) indicates where the issue has been resolved;
  - “Under discussion” (Amber) indicates where a matter is the subject of ongoing discussion; and
  - “Not Agreed” (Red) indicates a final position.
- 1.3.2 Where National Grid Electricity Transmission plc expresses agreement, it does so only in so far as it has considered the issue with regards to its statutory remit and on the basis of the information provided by the Applicant. Agreement is offered without prejudice to the submissions of other interested Parties who may have greater knowledge of technical or site-specific issues.

## 1.4 RECORD OF RELEVANT CORRESPONDENCE

1.4.1 The Applicant has undertaken consultation and engagement with National Grid Electricity Transmission plc throughout the development of the Application. The Applicant consulted National Grid Electricity Transmission plc in accordance with Section 42 of the PA 2008, about the Development and environmental impact assessment as part of the formal pre-application consultation and publicity procedures. This process afforded National Grid Electricity Transmission plc the opportunity to provide responses to the information provided at various stages of the pre-application process.

## 1.5 STATUS OF NEGOTIATIONS

1.5.1 The Parties have progressed negotiation of provisions for the protection of National Grid Electricity Transmission Plc as Electricity Undertaker (the Protective Provisions), but a number of points remain to be resolved.

1.5.2 The points which remain to be resolved have been summarised in Section 2 of this document and more specifically detailed in:

- Appendix 1: Table of remaining points to be resolved – this table sets out the respective positions of NGET and the Applicant on the points that have not been agreed with respect to the Protective Provisions.
- Appendix 2: Comparison of Protective Provisions with commentary – this appendix comprises a comparison of the template Protective Provisions provided by NGET’s solicitors to the Applicant’s solicitors on 17 October 2025 and the Protective Provisions included in Part 7 of Schedule 13 of the draft Order submitted at Deadline 6 of the examination of the Order, with commentary indicating whether any differences remain subject to negotiation.

## 2 CURRENT POSITION OF THE APPLICANT AND NGET

### 2.1 PROTECTIVE PROVISIONS

Table 2-1 Protective Provisions

Ref	Relevant Document	Description of Matter	NGET's Position	Applicant's Position	Status
2.1.1	RR, WR 1.10-1.13	Protective Provisions on existing NGET infrastructure	<p><b>Current Position:</b>  <a href="#">No response received from NGET on the SoCG update. Please refer to the NGET Position Statement. NGET does not accept the Applicant's characterisation of NGET's conduct. As noted in the NGET Position Statement, the NGET standard protective provisions have been developed over many years to appropriately address the risks that arise to NGET's infrastructure from third-party development. The NGET standard provisions are well precedented and appear in almost all DCOs. It is right that NGET should be slow to depart from these. It is not correct to say that NGET acts "without contemplation" of the</a></p>	<p><b>Current Position:</b>  <a href="#">The Applicant has proactively sought to reach agreement with NGET on suitable protective provisions to address the concerns raised in NGET's Relevant Representation [RR-152] and Written Representation [REP1-097].</a></p> <p><a href="#">As detailed in the table in Appendix 3 (Summary of correspondence), the Applicant has made extensive efforts to engage NGET in progressing negotiation of proportionate protective provisions. NGET has given limited responses, and such responses have to a great extent indicated that NGET wishes for its standard form of protective provisions to</a></p>	<p><del>Under discussion</del> Not agreed</p>



Ref	Relevant Document	Description of Matter	NGET's Position	Applicant's Position	Status
			<p><u>circumstances of a particular development. The Applicant has not given any reason or explanation as to why its Development is different to other similar projects. There are no special circumstances attached to this Development that warrant a departure from NGET's standard protective provisions. In fact, the points of disagreement between NGET and the Applicant are in general not related to anything unique about this particular project. Two arise from the Applicant's drafting preferences, while two relate to powers of compulsory acquisition and preliminary works, both of which are relevant to all NSIPs. Ironically, the one area of disagreement that could be said to be bespoke to this project is the protection for NGET's future infrastructure projects, which the Applicant has rejected.</u></p>	<p><u>be included in the Order without contemplation of the appropriateness of such terms in the context of the Development. The need for proportionate, project-specific protective provisions is particularly significant in the case of the NGET and the Development due to the CPO (described below) which NGET has made over land within the Order Limits without prior consultation with the Applicant.</u></p> <p><u>Nonetheless, the Applicant has endeavoured to accept NGET's position as far as possible, including the insertion of additional, onerous requirements late in negotiations (see commentary in Appendix 2). The remaining points on which NGET and the Applicant do not agree are set out in Appendix 1, with the position of each of the</u></p>	

Ref	Relevant Document	Description of Matter	NGET's Position	Applicant's Position	Status
			<p><b>Deadline 3 Position:</b>                      NGET confirmed to the Applicant on 15 January 2026 that good progress <del>were</del><u>was</u> made and they are confident that the issues will be resolved in advance of the end of the Examination.</p> <p><b>Deadline 1 and 2 Positions:</b>                      The Applicant is seeking temporary and permanent rights over several plots containing NGET existing infrastructure, including parcels 1/6, 1/7, 1/8, 1/9, 1/10, 1/11, 1/12, 1/13, 1/15, 1/16, 1/17, 1/18, 1/19, 1/20, 1/21, 1/22, 2/1, 2/2, 2/5, 2/6, 2/7, 2/8, 2/9, 2/10, 2/11, 2/16, 2/17, 2/18, 2/19, 2/20, 2/21, 2/22, 2/23, 2/24, 2/25, 2/26, 2/28, 2/29, 2/31, 2/37, 2/38, 2/40, 2/41, 2/42, 2/43, 2/44, 2/47, 3/1, 3/4, 3/5, 3/6, 3/11, 3/12, 3/13, 4/1, 4/8, 4/9, 4/14, 4/16, 5/1, 6/2, 6/3, 11/5, 11/22, 11/23, 13/3, 13/4, 13/19, 13/20, 13/21, 19/2, 19/7, 19/8, 19/23, 19/25, 19/36,</p>	<p><a href="#">Applicant and NGET detailed therein.</a></p> <p><a href="#">It is anticipated that a separate interface agreement in relation to the access to and carrying out of the refurbishment works for which the CPO has been made (discussed below) will be required to regulate the points of interface between the two schemes and facilitate their co-existence.</a></p> <p><a href="#">The Applicant will continue conversations regarding the Protective Provisions with NGET beyond the close of examination and provide an update to the ExA should further agreement on the terms be reached. The Applicant considers the form of Protective Provisions included in Part 7 of Schedule 13 to the draft Order submitted at Deadline 6 to represent a realistic and workable framework for the protection of NGET without</a></p>	



Ref	Relevant Document	Description of Matter	NGET's Position	Applicant's Position	Status
			<p>19/49, 25/7, 25/8, 25/15, 26/7, 26/8, 27/39, 28/1, 29/7, 29/8, 29/12, 31/21, 32/1, 32/2, 32/3, 32/4, 32/5, 32/6, 32/7, 32/8, 32/9, 32/24, 32/26, 32/31, 32/36, 32/37, 34/4, 34/5, 34/6, and 37/1 of the Land Plans and referenced in the draft Order as Work Area 2, 6, and 8.</p> <p>1.10 NGET owns and operates substations and multiple 400 kV overhead lines that are located within and in close proximity to the Order Limits for the Project. These assets form an essential part of the electricity transmission network in England and Wales. The details of the electricity assets are as follows:</p> <ul style="list-style-type: none"> <li>(a) Staythorpe 1B 132 kV Substation</li> <li>(b) Staythorpe 1C 132 kV Substation</li> <li>(c) Staythorpe 400 kV Substation</li> <li>(d) Associated overhead and underground apparatus</li> </ul>	<p><u>compromising the delivery of the Development. The Applicant recognises that NGET will need to deliver its Refurbishment Works, and is committed to work with NGET to ensure coexistence. The Applicant considers that the appropriate regulation of common interest will be through an Interface Agreement. As such the Applicant requests that the Protective Provisions included in favour of NGET in the draft Order submitted by the Applicant at Deadline 6 are included in the Order when made, unless further amendments are agreed before the end of the Recommendation Period. Those Protective Provisions include all points already agreed between the Applicant and NGET, and represent a justified and proportionate position on behalf of the Applicant.</u></p>	



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			including cables Overhead Lines (e) ZDF 400 kV OHL (i) Cottam- Staythorpe 1 (ii) High Marnham-Stoke Bardolph (f) ZDA 400 kV OHL (i) Cottam-Grendon (ii) Cottam-Staythorpe 2 (g) KK 25 kV OHL (i) Newark BR – Staythorpe B (h) 4ZV 400 kV OHL (i) Chesterfield- High Marnham 1 (ii) Chesterfield- High Marnham 2 (i) ZD 400 kV OHL (i) High Marnham – Stoke Bardolph (ii) Ratcliffe-Staythorpe Cable Apparatus (j) Cable Fibre- 6789 (k) Cable Fibre- 4826 1.11 As a responsible statutory undertaker, NGET must meet its statutory obligations and ensure that any development does not adversely affect its ability to meet those obligations. As such, NGET has a duty to protect its position in relation to	<p><b>Deadline 4 Position:</b></p> <p>The Applicant has proactively sought to progress technical discussions with NGET to understand the interface between the Development and NGET's current and future interests.</p> <p>NGET has not engaged directly with the Applicant on technical discussions, but the Applicant has been able to meet with Ardent, NGET's agent in relation to The National Grid Electricity Transmission (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026 (the "CPO") made by NGET on 12 February 2026. The CPO has been made pursuant to the proposed refurbishment of an existing overhead line.</p> <p>Based on the technical discussions held so far, there are various intersections of land that is both subject to the CPO and within the Order Land (for</p>	



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			<p>infrastructure and land which is within or in close proximity to the draft Order Limits.</p> <p>1.12 NGET's rights to retain its apparatus in situ and rights of access to inspect, maintain, renew and repair such apparatus located within or in close proximity to the Order Limits must be maintained at all times and access to inspect and maintain such apparatus must not be restricted.</p> <p>1.13 The NETS is itself nationally significant infrastructure and a highly valuable national resource. It is the system that transports vital electricity to homes and businesses across England and Wales. Connections to it are essential if the Government's ambition for the UK to accelerate its transition from fossil fuel generation to renewable energy is to be achieved. It is therefore vital that the NETS receives the highest degree of protection in</p>	<p>which the Applicant has the benefit of an option agreement). The CPO (as made) does not identify all of the Applicant's interests which would be impacted in the event of the CPO being confirmed. NGET did not engage with the Applicant prior to making the CPO to discuss the potential intersections or to seek to negotiate land rights, contrary to the clear guidance on compulsory purchase that it should be a measure of last resort (see paragraph 2.8 of the <i>Guidance on the compulsory purchase process</i>, UK Government, 31 January 2025). Nonetheless, the Applicant has already taken account of the route of the existing overhead line in the design of the Development, the route of which will not be changed by the refurbishment works to which the CPO relates. The Applicant understands that the interfaces between the NGET</p>	



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			<p>the draft DCO. NGET requires protective provisions ("PPs") to ensure that the NETS is adequately protected and to ensure compliance with relevant safety standards. NGET is liaising with the Applicant in relation to such PPs, along with any supplementary agreements which may be required.</p> <p>1.14 In addition to the existing infrastructure set out above, NGET is proposing to bring forward other projects in the area which have the potential to interact with the Project.</p>	<p>refurbishment works and the Development concern, in the main, new access routes for NGET to the overhead line. The Applicant considers that suitable access routes for the NGET refurbishment works can be accommodated by the Development such that the co-existence of both projects can be achieved. The Applicant continues to engage with NGET to identify a mutually agreeable solution.</p> <p>The Applicant arranged meetings with Ardent on 13<sup>th</sup> February 2026, 24<sup>th</sup> February 2026, and 12<sup>th</sup> March 2026 to seek further information on NGET's CPO, to discuss project interfaces, and to seek to develop a suitable land and interface agreement and land rights arrangements..</p> <p>It is the Applicant's understanding that Ardent is not able to progress the discussion further without further instructions from NGET.</p>	



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				<p>In the interim, the Applicant is seeking agreement of proportionate protective provisions in favour of NGET that have been adapted as necessary from NGET's standard form so they accurately reflect and take account of the Development, in accordance with the Planning Inspectorate Guidance on the content of a Development Consent Order required for a Nationally Significant Infrastructure Project published on 30 April 2024.</p> <p><b>Deadline 3 Position:</b>                      The Applicant and NGET met on 15 January 2026 and had a productive conversation on the interfaces between the Development and NGET's future and existing infrastructure. The Applicant and NGET have made good progress in resolving the matters raised. Both parties are confident that the issues</p>	



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				<p>will be resolved in advance of the end of the Examination.</p> <p><b>Deadline 1 and 2 Positions:</b></p> <p>The Applicant is not seeking to acquire land which is in the ownership of National Grid Electricity Transmission Plc (NGET). It's operational land at the Staythorpe substation is expressly excluded from acquisition (Plot 1/10 on sheet 1 of the <b>Land Plans [EN010162/APP/2.2B]</b> <a href="#">[REP1-004]</a> is shaded yellow on the land plans (land not subject to compulsory acquisition or temporary use) and the power to compulsorily acquire land in respect of that Plot has been excluded pursuant to Article 22(3) of the <b>Draft Development Consent Order [EN010162/APP/3.1C]</b><a href="#">[REP2-005]</a>. Section 127(2) of the Planning Act 2008 does not therefore apply.</p> <p>The Applicant does seek compulsory acquisition powers over land in NGET's ownership</p>	



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				<p>by way of the acquisition of new rights and/or the imposition of restrictive covenants as follows:</p> <p>Plots 1/9 and 1/10 - Cable Rights and Cable Restrictive Covenant for the purposes of Work No.6 (National Grid Substation)</p> <p>Plot 1/11 – Access Rights for the purposes of Work No. 8 (Access)</p> <p>As explained in paras 11.2.4-11.2.8 of the <b>Statement of Reasons [EN010162/APP/4.1]</b> <a href="#">[APP-010]</a>, the Applicant has concluded an option agreement for easement with NGET in relation to these land parcels, however the land parcels are retained in the <b>Draft Development Consent Order [EN010162/APP/3.1C]</b> <a href="#">[REP2-005]</a> to ensure that the Applicant is able to overcome any third party interests in the land.</p> <p>Protection for NGET is included within the terms of the option agreement and the protective</p>	



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				<p>provisions in Part 1 of Schedule 13 to the <b>Draft Development Consent Order [EN010162/APP/3.1C]</b> <a href="#">[REP2-005]</a>. The Applicant does not consider that NGET will suffer serious detriment to the carrying on of its undertaking as a result of the compulsory acquisition of rights and restrictive covenants over land or powers of temporary possession. The test set out in section 127(6) of the 2008 Act is therefore satisfied.</p> <p>NGET has a number of category 2 interests (easements, rights and restrictive covenants) in respect of its apparatus within the Order Land. The Applicant does not currently envisage any changes to any of NGET's electrical equipment.</p> <p>Article 33 of the <b>Draft Development Consent Order [EN010162/APP/3.1C]</b><a href="#">[REP2-005]</a> which permits the Applicant to extinguish relevant rights or</p>	



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				<p>relocate the relevant apparatus of statutory undertakers is subject to the provisions of Schedule 13 which contain protective provisions for the benefit of statutory undertakers' assets and which ensure that NGET's interests will be safeguarded. The test in section 138 of the 2008 Act is therefore satisfied.</p> <p>The Applicant has been engaging with NGET with regard to the issues raised in their Relevant Representation.</p> <p>The <b>Draft Development Consent Order [EN010162/APP/3.1C] [REP2-005]</b> includes adequate protection for NGET in Part 1 of Schedule 13 of the draft Order (Protective Provisions for the protection of electricity, gas, water and sewerage undertakers) in line with standard protective provisions for these undertakers, in accordance with the Planning Inspectorate Advice Note</p>	

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				<p>Fifteen: drafting Development Consent Orders.</p> <p>The Applicant continues to engage with NGET to address the points in its Relevant Representation, including negotiating bespoke Protective Provision for the benefit of NGET should that be considered appropriate through the course of technical discussion with NGET and is confident that the points raised can be resolved before the end of the examination period.</p>	
2.1.2	RR WR 1.5-1.11	Protective Provisions on future NGET infrastructure	<p><b>Current Position:</b>  <a href="#">No response received from NGET on the SoCG update. Please refer to the NGET Position Statement. As set out in the NGET Position Statement, the CPO is a red herring. The CPO will be dealt with through the statutory CPO process and which the Applicant acknowledges it has submitted an objection. The CPO irrelevant in relation to what the ExA must decide.</a></p>	<p><b>Current Position:</b>  <a href="#">Following the making of the NGET CPO on 12 February 2026, the Applicant has been engaging with NGET from a technical perspective on the interface between the Development and NGET's Refurbishment Works. Given the lack of prior consultation, the Applicant has submitted an objection in respect of the CPO to protect its own position but has continued to engage</a></p>	<p><del>Under discussion</del>  <a href="#">Not agreed</a></p>

Ref	Relevant Document	Description of Matter	NGET's Position	Applicant's Position	Status
			<p><a href="#">The ExA must decide if NGET's future infrastructure should be protected by this clause.</a></p> <p><b>Deadline 3 Position:</b>                      The proposed Order limits overlap with or are in close proximity to land on which NGET already has infrastructure which is in the early stages of development but is planned to be upgraded in the near future. This will include the overhead line being reconducted (new conductor wires) and replacement of other fittings and tower parts (subject to obtaining the necessary consents and land rights). This would also include existing agreed easements for maintenance of the line along with any potential new accesses that may be required. These works are known as -                      Uprating of existing high voltage electricity transmission lines 400kV OHL Cottam – Staythorpe 1 – High Marham –</p>	<p><a href="#">proactively with NGET on this matter.</a></p> <p><a href="#">Despite the Applicant's efforts, it has not been possible to settle the interface between the Development and NGET's Refurbishment Works at the time of this submission.</a></p> <p><a href="#">Until such interface is resolved and appropriately documented, the Applicant is unable to include provision in relation to the NGET Refurbishment Works as the CPO pursuant to such works materially compromises delivery of the Development.</a></p> <p><a href="#">The Applicant will continue to engage with NGET on this matter beyond the close of the examination, with the aim of ultimately reaching agreement on the interface and land arrangements and thereafter mutually acceptable protective</a></p>	



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			<p>Stoke Bardolph and 400kV OHL – High Marnham – West Burton also known as SCRE/WRRE Project. The SCRE/WRRE project are in early stages of development but it is essential that the Great North Road Solar and Biodiversity Park proposed works do not interfere with NGET's access and ability to undertake essential works to this existing overhead line. The proposals are part of NGET's Great Grid Upgrade – the largest overhaul of the grid in generations. NGET infrastructure projects across England and Wales are connecting additional renewable energy to homes and businesses and therefore NGET must ensure adequate protection for its future projects both in terms of protection for future assets and future land and rights for the delivery of these projects.</p>	<p><a href="#">provisions which will be submitted to the Examining Authority as soon as possible.</a></p> <p><b><u>Deadline 4 Position:</u></b>                      See discussion above and below on updates on the further information required on NGET's future infrastructure projects within the Order Land.                      NGET has provided a plan of the land subject of the CPO (The National Grid Electricity Transmission (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026, formerly referred to as SCRE/WRRE), and certain further information has been provided. However, NGET has not yet entered into discussions to identify a solution in terms of the reciprocal land rights required in order to address the interface between the project for which the CPO has been made and the Development. The Applicant has been</p>	



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			<p>1.16 Based on information currently available, NGET has identified potential interfaces between the Project and proposed NGET infrastructure projects as part of its Great Grid Upgrade. The proposed project identified to date as being within or within close proximity to the proposed Order limits is the uprating of existing high voltage electricity transmission lines 400kV OHL Cottam – Staythorpe 1 – High Marham – Stoke Bardolph and 400kV OHL – High Marnham – West Burton also known as SCRE/WRRE Project.</p> <p>1.17 The details of this proposed project, and the potential interfaces with the Project, are more fully set out in NGET's Relevant Representation. These can be summarised as follows: (a) SCRE (South-Cottam– Staythorpe Reinforcement Ex Works) focuses on uprating the</p>	<p>proactively seeking agreement with NGET and will continue to pursue a solution in the context of the Protective Provisions as well as a land and interface agreement.</p> <p><b>Deadline 3 Position:</b>                      The Applicant has only recently been informed by NGET of the potential for overlap of the Development with works proposed by NGET. The Applicant seeks clarity on the location of the potential interface and the anticipated programme for NGET's works, and it has requested meetings to progress discussions.</p> <p>The Applicant and NGET met on 15 January 2026 and had a productive conversation on the interfaces between the Development and NGET's future and existing infrastructure. The Applicant anticipates that agreement can be reached on a suitable solution before the end of</p>	



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			<p>existing 400 kV overhead line (OHL) between Cottam and Staythorpe 1. (b) WRRE (West Burton–Retrofitting &amp; Reinforcement Ex Works) covers uprating the 400 kV OHL circuits between West Burton–High Marnham, High Marnham–Stoke Bardolph, and Ratcliffe-on-Soar–Stoke Bardolph.</p> <p>1.18 Reinforcement includes reconductoring and uprating thermal capacity to enhance power flow from High Marnham substation. The SCORE/WRRE Project enables ~2.5GW additional connection capacity for new renewable generation.</p> <p>1.19 The Proposed NGET Projects are nationally significant infrastructure projects which will be brought forward via DCOs. The Proposed NGET Project is a project of Critical National Priority ("CNP") as defined by NPS EN-1 and NPS EN-5. It is therefore vital to achieve the</p>	<p>examination based on the information given by NGET in the meeting on 15 January 2026.</p> <p>Paragraph 1.17 of NGET's written representation points to NGET's relevant representation as containing details of the interfaces between the proposed SCORE/WRRE works and the proposed Development, but no such details are provided in NGET's relevant representation.</p> <p>Currently, the only information available to the Applicant on NGET's SCORE/WRRE proposal is the brief summary in NGET's written representation and its relevant representation, and a publicly available summary of SCORE/WRRE dated December 2024 (NationalGrid: RIIO-T3 Major Projects EJP Summary SCORE (COTT4-STAY4) and WRRE (WBUR4 – RATS4) OHL) which states that development was to due begin in Q1 2025. In the meeting</p>	



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			<p>UK's energy objectives, together with the national security, economic, commercial, and net zero benefits.</p> <p>1.20 It is essential to avoid as far as possible any conflict arising between the carrying out, maintenance and operation of the Project and the carrying out, maintenance and operation of the Proposed NGET Project. NGET considers that the PPs must make provisions for this.</p> <p>1.21 A key area of concern for NGET is the likelihood of the potential cumulative effects of the construction of the Project and the Proposed NGET Projects (together with any other projects during the same time period).</p> <p>1.22 The PPs proposed by NGET would require the Applicant to use reasonable endeavours to avoid conflict between the Project and the Proposed NGET Projects, as</p>	<p>between NGET and the Applicant on 15 January 2026, NGET disclosed further information on the anticipated programme and works for SCRE/WRRE and has agreed to provide further information to the Applicant in due course.</p> <p>At present, NGET has not provided sufficient detail to confirm whether SCRE/WRRE would be classed as a Nationally Significant Infrastructure Project or Critical National Priority project, and the Applicant is not aware of any application for development consent having been made for SCRE/WRRE. The Applicant understands from the meeting with NGET on 15 January 2025 that SCRE/WRRE is intended to be taken forward with the benefit of a Compulsory Purchase Order (CPO) and awaits further detail to be provided by NGET.</p> <p>Furthermore, the Applicant requires provision by NGET of</p>	

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			<p>follows: Without limiting any other provision of this Part of this Schedule, the undertaker must use reasonable endeavours to avoid any conflict arising between the carrying out, maintenance and operation of the authorised development and the Proposed NGET Projects . For the purposes of this paragraph, "reasonable endeavours" means – (a) undertaking consultation with National Grid Electricity Transmission Plc on detailed design and programming of works for the authorised development, taking into account such reasonable representations as National Grid may provide in relation to proposed plans and timetables and ensuring the plans as submitted for approval under the requirements do not unreasonably impede or interfere with the construction of the Proposed NGET Projects; (b) having regard to the anticipated programme of</p>	<p>the details of and a plan showing the SCRE/WRRE proposal to allow the Applicant to consider the points of interface with the Development. The Applicant has requested further information in correspondence with NGET and reiterates that this information is required to enable discussions to progress. NGET agreed to provide this information at the meeting with the Applicant of 15 January 2026.</p> <p>Following the meeting with NGET on 15 January 2026, the Applicant has received a Land Interest Questionnaire relating to NGET's West Burton to Ratcliffe-On-Soar Refurbishment project for which a CPO is intended to be made(dated 22 January 2026). NGET has since confirmed that the SCRE/WRRE project referred to previously is the same as the West Burton to Ratcliffe-On-Soar</p>	



Ref	Relevant Document	Description of Matter	NGET's Position	Applicant's Position	Status
			<p>works for the Proposed NGET Projects and facilitating a co-ordinated approach to construction programming, land assembly, and the carrying out of works in connection with the authorised development and the Proposed NGET Projects where reasonably possible; (c) undertaking consultation on the detailed design and programming of the authorised development to ensure that the design and programme for the authorised development does not unreasonably impede or interfere with the NGET Projects; (d) where possible, undertaking the placing of ducting or making provision for the Proposed NGET Projects; and (e) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised development.</p> <p>1.23 As can be seen, the wording generally requires cooperation and collaboration</p>	<p>Refurbishment project. The Applicant is still awaiting details of NGET's proposed 'Great Grid Upgrade' works so that the points of interface between the parties' respective projects can be properly understood. The Applicant is also seeking to clarify the extent and nature of the interaction of any land rights required and the form of agreement which will need to be entered into between the Applicant and NGET to govern these matters, as well as the coexistence of the parties' projects and any ongoing collaboration required during construction.</p> <p>The Applicant has requested the above noted information on NGET's proposed works a number of times as it is urgently needed to progress discussions between the parties, but NGET has not yet provided this information.</p>	

Ref	Relevant Document	Description of Matter	NGET's Position	Applicant's Position	Status
			<p>between the parties. The inclusion of these provisions will ensure a clear framework for managing coordination between different NSIPs and help to ensure that all projects can be brought forward in an efficient manner. NGET's proposed PPs are set out in full in Appendix 2.</p> <p>1.24 There is clear precedent for NGET' proposed approach in the Awel Y Mor Offshore Wind Farm DCO, which was granted development consent on 20 September 2023. The protective provisions secured in the AYM DCO ensured the protection of existing and future NGET infrastructure at the Bodelywddan substation. In that case, NGET was bringing forward a project to upgrade the existing Bodelwyddan substation comprising extending the substation itself as well as associated overhead line works to the south of the</p>	<p>NGET refers to a key concern for the potential cumulative effects of SCORE/WRRE and the Development (paragraph 1.21). Given the Applicant is not aware of any application being made for development of the SCORE/WRRE proposal, it is unclear how this is proposed to be considered or the cumulative effects that are of concern to NGET.</p> <p>NGET has further provided proposed wording for a provision to be included in the Protective Provisions for NGET in the draft DCO at paragraph 1.22 of its written representation. However, this proposal has not previously been shared with the Applicant and is not included in the proposed Protective Provisions which are 'set out in full' in Appendix 2 to NGET's written representation. Clarity is sought from NGET on the scope of the 'full set' of Protective Provisions it requires. The Applicant</p>	



Ref	Relevant Document	Description of Matter	NGET's Position	Applicant's Position	Status
			<p>existing substation to enable the connection of multiple projects in this location. The AYM DCO project was just one of the connecting projects and therefore specific protective provisions were included in the AYM DCO to avoid those future NGET works from being prejudiced by the AYM DCO project. As such, NGET will seek a form of protective provisions based on those included in the AYM DCO.</p> <p>1.25 NGET requests that the Applicant continues to engage with it in relation to how the Applicant's works pursuant to the Order (if made) will ensure protection for those proposed NGET assets, along with facilitating all future access and other rights as are necessary to allow NGET to properly discharge its statutory obligations. NGET will continue to liaise with the Applicant in this regard with a view to concluding matters as soon as</p>	<p>considered and provided a response to NGET on 12 December 2025 on the set of preferred Protective Provisions that NGET previously issued to the Applicant in correspondence. NGET since provided comments on the Protective Provisions on 15 February 2026 which the Applicant is considering. The Applicant will continue to work collaboratively with NGET on its future proposals.</p>	



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			possible during the DCO Examination and will keep the Examining Authority updated in relation to these discussions.		
2.1.3	RR, WR 1.30-1.32	Compulsory Acquisition	<p><b>Current Position:</b>                      TBG  <a href="#">Please refer to the NGET Position Statement. As set out above, NGET does not accept that the CPO is a relevant consideration for the ExA</a></p> <p><b>Deadline 3 Position:</b>                      Where the Applicant seeks powers of compulsory acquisition over NGET land or rights, the Protective Provisions must provide that the Applicant may only exercise such powers with NGET's consent.                      1.30 In order to prevent serious detriment to the carrying on of NGET's undertaking, protective provisions in the DCO must prevent the exercise of compulsory powers by the Applicant without NGET's</p>	<p><b>Current Position:</b>  <a href="#">Despite substantial, proactive efforts by the Applicant to engage NGET in discussion of the interface between the Development and the NGET CPO and associated Refurbishment Works, agreement on the interface has not yet been reached.</a></p> <p><a href="#">Accordingly, the Applicant cannot accept a limitation on its powers of compulsory acquisition under the Order in relation to NGET's interests through the Protective Provisions, given that NGET has made a CPO over part of the same land.</a></p> <p><a href="#">The Applicant will continue to engage with NGET on the</a></p>	<p><del>Under discussion</del>                      Not agreed</p>



Ref	Relevant Document	Description of Matter	NGET's Position	Applicant's Position	Status
			<p>consent. Allowing NGET to exercise control over the use of powers of compulsory acquisition will enable it to ensure that serious detriment does not occur. The restriction proposed by NGET is well-precedented and appears in NGET's protective provisions in almost all DCOs, as well as protective provisions in favour of other statutory undertakers such as Network Rail.</p> <p>1.31 NGET's proposed PPs provide that whenever NGET'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 NGET to agree to the use of powers of compulsory acquisition to be unreasonable (which NGET considers to be extremely unlikely), it would be able to use the arbitration procedure in the DCO to</p>	<p><a href="#">interface between the Refurbishment Works and the Development to facilitate the co-existence of the two parties' developments. However, until such agreement is reached, the Applicant's position is that its powers of compulsory acquisition under the Order cannot be restricted in respect of NGET interests as the CPO made by NGET risks materially impacting delivery of the Development.</a></p> <p><b>Deadline 4 Position:</b></p> <p>On 12 February 2026, NGET made The National Grid Electricity Transmission (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026 (the "CPO").</p> <p>The Applicant was not notified of the CPO in advance of it being made, and no attempt has been made by NGET to negotiate with the Applicant for acquisition of the land rights</p>	



Ref	Relevant Document	Description of Matter	NGET's Position	Applicant's Position	Status
			<p>resolve the dispute. NGET submits that this represents a reasonable balance between the interest of the Applicant and the protection of NGET's undertaking.</p> <p>1.32 The Secretary of State for Energy Security and Net Zero's decision on the Rampion 2 Offshore Wind Farm Extension Project Development Consent Order ("R2DCO") provides a recent precedent for this approach. A restriction on the use of powers of compulsory acquisition was included at paragraph 5 of Part 3 of Schedule 10 of the R2DCO. Similar provisions have also previously been included by the Secretary of State in the Sheringham and Dudgeon DCO.</p>	<p>which NGET is seeking to compulsorily purchase. NGET subsequently confirmed that the SCRE/WRRE project referred to in NGET's written representation is the same project in respect of which the CPO has been made, and refers to the same NGET interests with an interface with the Order Land.</p> <p>The Applicant has been proactively seeking further information and answers from NGET on the technical position and interface between the rights to be acquired under the CPO and the Development. While the Applicant has been provided with some information by Ardent, an agent for NGET in relation to the CPO, there has been no meaningful engagement from NGET on a suitable land and interface agreement that does not frustrate either the CPO project or the Development.</p>	



Ref	Relevant Document	Description of Matter	NGET's Position	Applicant's Position	Status
				<p>Accordingly, the Applicant has not yet been able to agree a position on land rights with NGET, and the Applicant requires to retain its compulsory acquisition powers under the DCO unless and until the conflict in relation to land rights has been resolved in a binding agreement.</p> <p><b>Deadline 3 Position:</b>                      The Applicant will continue to work with NGET regarding the draft protective provisions wording but it first requires clarity on the NGET future works referred to above.</p> <p>While NGET has made reference to other DCOs concerning the Protective Provisions it has requested in relation to both existing and future NGET infrastructure (such as Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm DCO, Rampion 2 Offshore Wind Farm Extension Project Development Consent Order and Awel Y Mor</p>	



Ref	Relevant Document	Description of Matter	NGET's Position	Applicant's Position	Status
				<p>Offshore Wind Farm DCO), the Planning Inspectorate Guidance on the content of a Development Consent Order required for a Nationally Significant Infrastructure Project published on 30 April 2024 is clear that Protective Provisions “<i>must be adapted as necessary so they accurately reflect the proposed development</i>” (paragraph 12). Accordingly, the Applicant reiterates that it requires full details of NGET’s proposed future project and further engagement from NGET on the Development to reach agreement on suitable Protective Provisions.</p> <p>As previously noted, the Applicant is not opposed in principle to provision for SCORE/WRRE, but requires details of the SCORE/WRRE proposal to progress this discussion.</p>	



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2.1.4	WR 1.26 – 1.29	Policy Support	<p><b>Current Position:</b>                      No response received from NGET on the SoCG update.</p> <p><b>Deadline 3 Position:</b>                      1.26 The co-operation and co-ordinations requirements sought by NGET in its proposed PPs reflect national policy, as set out in the National Policy Statements for Energy.                      1.27 Overarching National Policy Statement ("NPS") for Energy EN-1 states that "[t]o support the achievement of the transition to net zero, government is accelerating the co-ordination of the development of the grid network to facilitate the UK's net zero energy generation development" (para 4.11.3).                      1.28 This is reflected in the NPS for Renewable Energy Infrastructure EN-3 which states at paragraph 2.8.34 that "a more co-ordinated approach</p>	<p><b>Current Position:</b>                      No further update provided by NGET. The Applicant's position remains as at Deadline 3.</p> <p><b>Deadline 3 Position:</b>                      The Applicant wishes to clarify that paragraph 2.8.34 of EN-3 and paragraph 2.14.2 of EN-5 relate to offshore-onshore transmission and is therefore not relevant to the Development which is an onshore solar project or NGET's SCRE/WRRE proposal based on the information provided by NGET.</p>	<p><a href="#">Under discussion- No further response from NGET</a></p>



Ref	Relevant Document	Description of Matter	NGET's Position	Applicant's Position	Status
			<p>to offshore-onshore transmission is required" and EN-5, at paragraph 2.14.2, which states that applicants should demonstrate that "the construction planning for the proposals has been co-ordinated with that for other similar projects in the area on a similar timeline".</p> <p>1.29 The Energy NPSs are therefore strongly supportive of NGET's proposed approach</p>		

### 3 SIGNATURES

3.1.1 The above SoCG is agreed between the Applicant and National Grid Electricity Distribution (East Midlands National Grid Electricity Transmission plc) plc, as specified below.

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Duly authorised for and on behalf of <b>Elements Green Trent Limited</b>	Name	<a href="#">Elena Sarieva</a>
	Job Title	<a href="#">Head of Planning</a>
	Date	<a href="#">23 April 2026</a>
	Signature	

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Duly authorised for and on behalf of <b>National Grid Electricity Transmission plc</b>	Name	
	Job Title	
	Date	
	Signature	

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**APPENDIX 1**

**TABLE OF REMAINING POINTS TO BE RESOLVED**

This table sets out the positions of NGET and the Applicant on the points that remain to be agreed on the Protective Provisions. Note that the numbering referred to above relates to the comparison between NGET and the Applicant’s preferred protective provisions provided in Appendix 2.

<u>Provision</u>	<u>Description</u>	<u>NGET Position</u>	<u>Applicant Position</u>
<u>11(7)</u>	<u>Insurance and security in relation to the permitted preliminary works</u>	<u>NGET seeks an indemnity for losses caused by the Project, supported by acceptable insurance and acceptable security, in the form set out at paragraph 11 of NGET’s preferred protective provisions. There must also be acceptable insurance on the part of any undertaker carrying out works within 15 metres of NGET’s apparatus. There must additionally be a parent company guarantee (or bank bond/letter of credit) constituting acceptable security. NGET notes and welcomes the Applicant’s confirmation in the Statement of Common Ground that it accepts NGET’s requirement for ‘acceptable insurance’ and ‘acceptable security’ under the protective provisions. The principle of indemnity, insurance and security is therefore not in dispute.</u>	<u>The Applicant is able to accept NGET’s requirement for ‘acceptable insurance’ and ‘acceptable security’ under the Protective Provisions only insofar as the provision excludes the Modified Permitted Preliminary Works, which shall be undertaken substantively in advance of commencing the principal works comprising the authorised development in accordance with paragraph 2 of Part 1 of Schedule 2 of the draft DCO.</u>  <u>The Modified Permitted Preliminary Works are defined by reference to the ‘permitted preliminary works’ as defined under article 2(1) of the Order, but excluding the diversion and laying of apparatus and any below ground surveys within 15 metres of any NGET apparatus. The latter noted activities have been excluded from the Modified Permitted Preliminary Works as a reasonable reflection of the</u>

		<p><u>NGET cannot agree to the proposed carve-out. The 15 metre trigger for insurance and security is a function of risk: it is the proximity of works to NGET's apparatus, not the label attached to those works, that creates the risk to the NETS. Many of the activities within the "Modified Permitted Preliminary Works" could result in damage to, or obstruction of access to, NGET's apparatus. The fact that the Applicant has chosen to exclude some activities (the diversion and laying of apparatus and below-ground surveys) only serves to demonstrate that the Applicant recognises that works in proximity to NGET's apparatus carry risk; it does not follow that the residual activities are risk-free.</u></p> <p><u>The 15-metre trigger for indemnity, insurance and security reflects a risk-based approach that has been adopted consistently by the Secretary of State in numerous DCOs. The Applicant has provided no substantive justification for the exclusion of the "Modified Permitted Preliminary Works" from paragraph 11(7).</u></p> <p><u>Preliminary works are undertaken for all developments. There are no special</u></p>	<p><u>anticipated concerns of NGET as having potential to impact its apparatus.</u></p> <p><u>The standard term that NGET wishes to retain in this provision requires the Applicant to provide insurance and security to the value £50 million to be in place and extends beyond works within 15 metres of NGET Apparatus: it is triggered by any works (including, for example, walk over surveys) "on any land owned by [NGET] or in respect of which [NGET] has an easement or wayleave for its apparatus or any other interest". This is an excessively broad and onerous requirement for a very limited scope of works The Applicant has expressly informed NGET that it is willing to further discuss a more specific set of Modified Permitted Preliminary Works, but has only recently had any substantive engagement on the Protective Provisions from NGET. The Modified Permitted Preliminary Works should not trigger substantial insurance and security obligations that are not appropriate or proportionate for the type of preliminary works that may be undertaken pursuant to this definition.</u></p>
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		<p><u>circumstances advanced on the Applicant's Development that warrant a departure from the usual position.</u></p> <p><u>Please refer to NGET's Position Statement for further details.</u></p>	
<u>6</u>	<u>Acquisition of land</u>	<p><u>NGET seeks the inclusion of the following well-established restriction on the exercise of compulsory acquisition powers in respect of its land, apparatus and interests:</u></p> <p><u><i>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 or right and/or apparatus of National Grid otherwise than by agreement.</i></u></p> <p><u>The Applicant has raised, in the updated Statement of Common Ground, the making of the CPO by NGET in respect of</u></p>	<p><u>Mid-way through the examination of this Application, on 12 February 2026, NGET made its CPO over land for the NGET Refurbishment Works (as defined below), which includes land within the Order Limits which is subject to an option agreement in favour of the Applicant. NGET did not consult the Applicant in advance of making the CPO.</u></p> <p><u>The CPO made by NGET relates to the works by or on behalf of NGET to refurbish the existing 400kV single circuits between West Burton to High Marnham, High Marnham to Stoke Bardolph, Ratcliffe-on-Soar to Stoke Bardolph and Cottam to Staythorpe (the <b>NGET Refurbishment Works</b>).</u></p> <p><u>NGET had been aware of the Application through statutory consultation and other engagement some considerable time in advance of making its CPO as reflected by its submission of its relevant representation following the acceptance of the</u></p>

		<p><u>the SCRE/WRRE Project. The Applicant's position appears to be that it cannot accept a restriction on its compulsory acquisition powers while its land is subject to NGET's CPO. With respect, this is a red herring. The substantive case for the restriction in paragraph 6 does not depend on how NGET acquired the land in question; the same arguments apply whether the land has been in NGET's ownership for many years or has been acquired (or is to be acquired) under the CPO. It is the use to which the land is put, and the need to protect NGET's ability to carry out its statutory functions, that matter.</u></p> <p><u>The Applicant's concern is, in any event, already addressed by the unreasonableness and arbitration safeguards in NGET's preferred form of protective provisions. As noted above, paragraph 13(2) provides that wherever NGET's consent, agreement or approval is required, it must not be unreasonably withheld or delayed, and any dispute as to reasonableness may be referred to arbitration. If the Applicant considers that</u></p>	<p><u>Application. Further, an option agreement in relation to NGET's Category 1 interests (within the meaning of section 44 of the Planning Act 2008) was completed on 16 May 2025, as detailed in the Pre-application Land and Rights Negotiations Tracker [APP-016]. Despite this, the Applicant was only made aware of the proposal to make the CPO shortly before it was made. Despite substantial, proactive efforts by the Applicant prior to and following the making of the CPO to engage NGET in technical discussion of the arrangements that would need to be in place to facilitate the co-existence of the Development and the NGET Refurbishment Works, agreement on the interface has not yet been reached.</u></p> <p><u>Accordingly, the Applicant cannot accept a limitation on its powers of compulsory acquisition under the DCO in relation to NGET's interests, given that NGET has made a CPO over the same land.</u></p> <p><u>With regard to the precedent for this provision, NGET is insisting on its standard form with disregard for specific situation of this Development and the CPO it has made over part of the Order Land comprising an area within which solar panels</u></p>
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		<p><u>NGET has unreasonably refused consent to the exercise of compulsory acquisition powers, it has a remedy. The Applicant also has the further safeguard of having objected to the CPO and pursuing that objection through the statutory confirmation process, which it has done.</u></p> <p><u>Far from being a reason to omit the paragraph 6 restriction, the making of the CPO is in fact a positive reason to include it. The overlap between the Order Land and the land subject to the CPO demonstrates that there is real potential for conflict between the Applicant's works and NGET's works. The paragraph 6 restriction, together with the co-ordination provisions sought by NGET elsewhere in the protective provisions, provides a mechanism for managing that potential conflict in a controlled way. Without it, the Applicant would be free to exercise compulsory acquisition powers in a manner</u></p>	<p><u>and associated cabling is proposed to be constructed.</u></p> <p><u>The Planning Inspectorate's "Guidance on the content of a Development Consent Order required for a Nationally Significant Infrastructure Project" (30 April 2024) is clear that this is not acceptable:</u></p> <p><u>"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. They should also not simply negate other provisions of the DCO, particularly concerning proposed compulsory acquisition of statutory undertakers' land.</u></p> <p><u>Examining Authorities are expected to ensure that the final form of a recommended DCO contains protective provisions which are bespoke to the application under consideration."</u> (Paragraph 012, Reference ID 04-012-20240430).</p> <p><u>Far from being a reason to include the paragraph 6 restriction, the making of the CPO demonstrates NGET's disregard for the Development as a Nationally Significant Infrastructure Project of Critical National Priority. It is acknowledged that</u></p>
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		<p><u>that could prejudice the SCRE/WRRE Project, which is itself a project of Critical National Priority.</u></p> <p><u>Allowing NGET to exercise control over the use of powers of compulsory acquisition will enable it to ensure that the serious detriment described above does not occur. The restriction is appropriately balanced: paragraph 13(2) of NGET's preferred form of protective provisions provides that wherever NGET's consent, agreement or approval is required, it must not be unreasonably withheld or delayed. To the extent that the Applicant considers any refusal by NGET to consent to the exercise of compulsory acquisition powers to be unreasonable (which NGET considers extremely unlikely), the dispute may be referred to arbitration under the procedure in the protective provisions. NGET submits that this represents a reasonable balance</u></p>	<p><u>The overlap between the Order Land and the land subject to the CPO demonstrates that there is real potential for conflict between the Applicant's works and NGET's works. The paragraph 6 restriction, would create a scenario in which delivery of the Development, as a Critical National Priority project, may be unduly frustrated by NGET without justification, as evidenced by the delays experienced by the Applicant in securing NGET's input to the protective provisions.</u></p> <p><u>While NGET is asking for the Applicant to secure NGET's consent to exercise its powers of compulsory acquisition, NGET has made a CPO which, if confirmed, will enable it to exercise such powers unilaterally over part of the Order Land on which solar panels and cabling are proposed, without any obligation to seek consent from the Applicant and without any cooperation obligation imposed on NGET.</u></p> <p><u>The restriction that NGET is seeking to impose through its standard provision on compulsory acquisition would create an unbalanced position in which NGET could exercise the powers under its CPO without any consultation or consent from the Applicant, which will prejudice the Applicant's delivery the Development as proposed.</u></p>
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		<p><u>between the interests of the Applicant and the protection of NGET's undertaking.</u></p> <p><u>The restriction is also well-precedented and appears in NGET's protective provisions in almost all DCOs, as well as in the protective provisions of other statutory undertakers such as Network Rail.</u></p> <p><u>Please refer to NGET's Position Statement for further details.</u></p>	<p><u>Further, while this SoCG relates to the Development, and terms of the draft Order and not the "SCRE/WRRE Project" (the NGET Refurbishment Works), the CPO made by NGET will empower NGET to acquire access rights through the Order land. However, these access rights are not compatible with the design of the Development, and if implemented will reduce the output of the Development, contrary to the National Policy Statement for renewable energy infrastructure (EN-3): "For a solar farm to generate electricity efficiently the panel array spacing should seek to maximise the potential power output of the site." (paragraph 2.10.53, EN-3).</u></p> <p><u>The Applicant will continue to engage with NGET on the interface between the NGET Refurbishment Works and the Development in order to reach agreement that can facilitate the co-existence of the two parties' developments. However, until such agreement is reached, the Applicant's position is that its powers of compulsory acquisition under the Order cannot be restricted in respect of NGET interests as the CPO sought by NGET (without such restriction) creates an unbalanced, unreasonable and unacceptable position for the Applicant which materially risks delivery of the Development.</u></p>
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<p><a href="#">9(10)</a></p>	<p><a href="#">New plan</a></p>	<p><a href="#">Paragraph 9(10) of NGET's preferred form addresses the position where the undertaker submits a new plan in lieu of one previously submitted, and confirms that the provisions of paragraph 9 apply to the new plan. The Applicant seeks to add the words "as a plan under sub-paragraph 9(1)" to paragraph 9(10).</a></p> <p><a href="#">With respect, the drafting is already clear in this regard, and the Applicant's additional words are not necessary. The wording reflects NGET's standard protective provisions, which are included in almost all DCOs. The same drafting was included, without the Applicant's proposed additions, in paragraph 81(d) of Part 7 of Schedule 15 to the Springwell Solar Farm Order 2026 and in the equivalent provision of Part 7 of Schedule 12 to the Fenwick Solar Farm Order 2026, for example. The Applicant has identified no problem with the wording that requires solving. NGET submits that its preferred wording should be retained.</a></p>	<p><a href="#">The Applicant seeks to include wording clarifying that, in relation to the plans detailing specified works, a new plan submitted in substitution would be treated as a 'new plan' rather than an amendment or update to a previously submitted plan. The Applicant considers that insofar as NGET views this as the meaning of the original drafting, the amendment should be acceptable to avoid dispute.</a></p>

<p><u>10(1)</u></p>	<p><u>Anticipated costs</u></p>	<p><u>Paragraph 10(1) addresses the undertaker's obligation to pay all of NGET's charges, costs and expenses reasonably anticipated within the following three months. While the Applicant accepts the principle of paying NGET's reasonably incurred expenses, it seeks additional wording to confirm that expenses already paid pursuant by the undertaker as reasonably anticipated charges cannot subsequently be claimed again as reasonably and properly incurred expenses.</u></p> <p><u>Again, is not entirely clear what problem the Applicant says its proposed amendment solves. NGET submits that the key word is "anticipated": such monies have, by definition, not yet been paid at all and so cannot already have been paid by the undertaker. The Applicant's additional wording is therefore superfluous. NGET's position again reflects its standard protective provisions, which have been tested and included in numerous other DCOs without the Applicant's proposed addition. The same standard wording appears at paragraph 82(1) of Part 7 of</u></p>	<p><u>The Applicant accepts the principle of paying reasonably incurred expenses to NGET. The Applicant had sought to include clarifying wording to confirm that expenses already paid pursuant to reasonably anticipated charges cannot subsequently be claimed again as reasonably and properly incurred expenses, thereby avoiding any risk of double-counting. While NGET has indicated that the additional wording is unnecessary on the basis that anticipated expenses cannot have already been paid, the Applicant maintains that the clarifying wording provides useful certainty and should not be objectionable if the meaning is as NGET states.</u></p>
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		<p><u>Schedule 15 to the Springwell Solar Farm Order 2026 and in the equivalent provision of the Fenwick Solar Farm Order 2026.</u>  <u>There is no reason to depart from that established formulation here.</u></p> <p><u>The Applicant has advanced no compelling reasons that necessitate a change to the standard wording that appears on all DCOs other than it doesn't like the drafting.</u></p>	
<p><u>15</u></p>	<p><u>Arbitration and dispute resolution</u></p>	<p><u>Paragraph 15 of NGET's preferred protective provisions sets out the arbitration regime applicable to differences between NGET and the Applicant. Consistent with NGET's standard protective provisions, paragraphs 7(2), 7(3), 8(1) and 9 are carved out of the dispute resolution procedure, because they concern matters that NGET requires to remain subject to its sole discretion.</u></p> <p><u>The Applicant accepts that arbitration is not appropriate for the matters carved out of paragraph 15. However, the Applicant proposes a multi-tier dispute resolution procedure involving escalation to senior personnel. NGET considers this unnecessary. Escalation to senior</u></p>	<p><u>The Applicant's position is that there must be an effective dispute resolution mechanism available for all matters arising under the protective provisions and side agreement.</u></p> <p><u>The Applicant accepts NGET's position that arbitration is not appropriate for certain provisions that relate solely to the exercise of NGET's discretion in its capacity as statutory undertaker.</u></p> <p><u>Accordingly, where arbitration is accepted as not appropriate, the Applicant has included provision for the escalation of matters to senior management as an intermediary step. This approach ensures that all matters can ultimately be resolved while respecting NGET's position on discretionary matters.</u></p>



		<p><u>personnel is a step that both parties would in any event take in good faith in the ordinary course of managing any dispute – it does not need to be enshrined in the protective provisions. NGET’s preferred drafting should therefore be preferred.</u></p>	
<p><u>17</u></p>	<p><u>Interaction with the Proposed NGET Projects</u></p>	<p><u>The upgrading of the electricity transmission system is crucial for the UK. It is essential for the developers of energy projects (including this Project) that there are sufficient connection opportunities to the NETS to allow the benefits of those projects to be realised.</u></p> <p><u>The proposed project identified as being within the Order Limits is the upgrading of existing high voltage electricity transmission lines 400kV OHL Cottam – Staythorpe 1 – High Marnham – Stoke Bardolph and 400kV OHL – High Marnham – West Burton also known as SCRE/WRRE Project.</u></p> <p><u>It is essential to avoid as far as possible any conflict arising between the carrying out, maintenance and operation of the Project and the carrying out, maintenance and operation of the Proposed NGET</u></p>	<p><u>The Applicant recognises the importance of the NGET Refurbishment Works and the need for cooperation with NGET to secure delivery of both the NGET Refurbishment Works and the Development. The ‘coexistence’ provision sought by NGET creates only obligations on the Applicant, with no reciprocal obligations on NGET.</u></p> <p><u>The Applicant, as already stated, has been endeavouring to engage NGET in a meaningful discussion of reciprocal co-existence provisions for some time.</u></p> <p><u>Reciprocal provisions will be required, rather than protection secured solely for the NGET Refurbishment Works as will result from inclusion of NGET’s standard provisions.</u></p>

		<p><u>Project. NGET considers that the protective provisions must make provisions for this.</u></p> <p><u>The wording proposed by NGET would require the Applicant to use reasonable endeavours to avoid conflict between the Project and the Proposed NGET Projects, as follows:</u></p> <p><u><i>Without limiting any other provision of this Part of this Schedule, the undertaker must use reasonable endeavours to avoid any conflict arising between the carrying out, maintenance and operation of the authorised development and the Proposed NGET Projects . For the purposes of this paragraph, "reasonable endeavours" means –</i></u></p> <p><u><i>(a) undertaking consultation with National Grid Electricity Transmission Plc on detailed design and programming of works for the authorised development, taking into account such reasonable representations as National Grid may provide in relation to proposed plans and timetables and ensuring the plans as submitted for approval under the</i></u></p>	
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		<p><u>requirements do not unreasonably impede or interfere with the construction of the Proposed NGET Projects;</u></p> <p><u>(b) having regard to the anticipated programme of works for the Proposed NGET Projects and facilitating a co-ordinated approach to construction programming, land assembly, and the carrying out of works in connection with the authorised development and the Proposed NGET Projects where reasonably possible;</u></p> <p><u>(c) undertaking consultation on the detailed design and programming of the authorised development to ensure that the design and programme for the authorised development does not unreasonably impede or interfere with the NGET Projects;</u></p> <p><u>(d) where possible, undertaking the placing of ducting or making provision for the Proposed NGET Projects; and</u></p> <p><u>(e) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised development.</u></p>	
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		<p><u>As can be seen, the wording generally requires cooperation and collaboration between the parties. The inclusion of these provisions will ensure a clear framework for managing coordination between the different projects and help to ensure that all projects can be brought forward in an efficient manner. NGET's proposed protective provisions are set out in full in the Appendix.</u></p> <p><u>Please refer to NGET's Position Statement for further details.</u></p>	
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## Appendix 2

### COMPARISON OF PROTECTIVE PROVISIONS WITH COMMENTARY

# NATIONAL GRID ELECTRICITY TRANSMISSION PLC

## SCHEDULE ~~1~~13 PROTECTIVE PROVISIONS

### PART ~~1~~7

#### FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC AS ELECTRICITY UNDERTAKER

##### Application

1.(1) For the protection of National Grid Electricity Transmission Plc as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc.

~~1~~(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, where the benefit of this Order is transferred or granted to another person under article ~~1~~7 (*consent to transfer benefit of Order*) –

(a) any agreement of the type mentioned in subparagraph (1) has effect as if it had been made between National Grid Electricity Transmission Plc and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to National Grid Electricity Transmission Plc on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid Electricity Transmission Plc (but without prejudice to [paragraph 11\(3\)b](#)).~~1~~

##### Interpretation

2. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than: (i) “A-” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and “A3” if the rating is assigned by Moody’s Investors Services Inc.;

“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. Such insurance shall 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 include (without limitation):

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Grid Electricity Transmission Plc

(b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;

“acceptable security” means either:

(a) a parent company guarantee from a parent company in favour of National Grid Electricity Transmission Plc to cover the undertaker’s liability to National Grid Electricity Transmission Plc to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid Electricity Transmission Plc and where required by National Grid Electricity Transmission Plc, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of National Grid Electricity Transmission Plc to cover the undertaker’s liability to National Grid Electricity Transmission Plc for an amount of not less than £10,000,000.00 (ten million pounds) per asset per event up to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid Electricity Transmission Plc);

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid Electricity Transmission Plc to enable National Grid Electricity Transmission Plc to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid Electricity Transmission Plc together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid Electricity Transmission Plc for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article ~~f2(1)~~ of this Order and 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, [but excluding the Modified Permitted Preliminary Works](#);

“commence” and “commencement” in this Part of this Schedule shall ~~include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment~~ [exclude the Modified Permitted Preliminary Works](#);

~~“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;~~

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid Electricity Transmission Plc (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Grid Electricity Transmission Plc’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

**Commented [ES1]:** See comments in Appendix 1 on paragraph 11(7)

**Commented [ES2]:** See comments in Appendix 1 on paragraph 6

“Incentive Deduction” means any incentive deduction National Grid Electricity Transmission Plc Electricity Transmission plc receives under its electricity transmission licence which is caused by an event on its transmission system that causes electricity not to be supplied to a demand customer and which arises as a result of the authorised works;

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid Electricity Transmission Plc: construct, use, repair, alter, inspect, renew or remove the apparatus;

“Modified Permitted Preliminary Works” means the “permitted preliminary works” as defined in article 2(1) of the Order but excluding the diversion and laying of apparatus and any below ground surveys within 15 metres of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;

**Commented [ES3]:** See comments in Appendix 1 on paragraph 11(7)

“National Grid Electricity Transmission Plc” means National Grid Electricity Transmission Plc (Company Number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989;

“NGESO” means as defined in the STC;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“parent company” means a parent company of the undertaker acceptable to and which shall have been approved by National Grid Electricity Transmission Plc acting reasonably;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which:

(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 7(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; and/or

(c) includes any of the activities that are referred to in development near overhead lines EN43-8 and HSE’s guidance note 6 “Avoidance of Danger from Overhead Lines”.

“STC” means the System Operator Transmission Owner Code prepared by the electricity Transmission Owners and NGESO as modified from time to time;

“STC Claims” means any claim made under the STC against National Grid Electricity Transmission Plc arising out of or in connection with the de-energisation (whereby no electricity can flow to or from the relevant system through the generator or interconnector’s equipment) of a generator or interconnector party solely as a result of the de-energisation of plant and apparatus forming part of National Grid Electricity Transmission Plc’s transmission system which arises as a result of the authorised works;

“Transmission Owner” means as defined in the STC;

“undertaker” means the undertaker as defined in article 2(1) of this Order;

### **On Street Apparatus**

3. Except for paragraphs 4 (*apparatus in stopped up streets*), 9 (*retained apparatus: protection*), 10 (*expenses*) and 11 (*indemnity*) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid Electricity Transmission Plc, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid Electricity Transmission Plc are regulated by the provisions of Part 3 of the 1991 Act.

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#### **Apparatus of National Grid Electricity Transmission Plc in stopped-up/closed streets**

4.—(1) Where any street is **stopped-up/closed** under article ~~[ ]~~ *[(permanent stopping up, restriction of use and construction of streets, 10 (street works), article 12 (power to alter layout, etc., of streets), article 13 (construction and maintenance of altered streets) article 14 (temporary prohibition, restriction or diversion of use of streets and public rights of way and private means of access) article 15 (Permanent closure of public rights of way)]*, if National Grid Electricity Transmission Plc has any apparatus in the street or accessed via that street National Grid Electricity Transmission Plc has the same rights in respect of that apparatus as it enjoyed immediately before the **stopping-up/closure** and the undertaker must grant to National Grid Electricity Transmission Plc, or procure the granting to National Grid Electricity Transmission Plc of, legal easements reasonably satisfactory to National Grid Electricity Transmission Plc in respect of such apparatus and access to it prior to the **stopping-up/closure** of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Grid Electricity Transmission Plc to require the removal of that apparatus under paragraph 7 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 9.

(2) Notwithstanding the temporary **stopping-up/closure** or diversion of any highway under the powers of ~~article [ ]~~ *[(temporary stopping up and restriction of use of streets the articles of the Order referred to in paragraph 4(1)]*, National Grid Electricity Transmission Plc is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the **stopping-up/closure** or diversion was in that highway.

**Commented [ES4]:** Agreed between NGET and the Applicant.

#### **Protective works to buildings**

5.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 Grid Electricity Transmission Plc.

#### **Acquisition of land**

##### **6. (1) Not used**

~~7. (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 or right and/or apparatus of National Grid Electricity Transmission Plc otherwise than by agreement.~~

~~(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 Grid Electricity Transmission Plc 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 Grid Electricity Transmission Plc or affect the provisions of any enactment or agreement regulating the relations between National Grid Electricity Transmission Plc 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 Grid Electricity Transmission Plc reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid Electricity Transmission Plc and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid Electricity Transmission Plc unless otherwise agreed by National Grid Electricity Transmission Plc, and it will be the responsibility of the 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.~~

~~(3) Save where otherwise agreed in writing between National Grid Electricity Transmission Plc and the undertaker the undertaker and National Grid Electricity Transmission Plc 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 Grid Electricity Transmission Plc and/or other enactments relied upon by National Grid Electricity Transmission Plc as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.~~

~~(4) Any agreement or consent granted by National Grid Electricity Transmission Plc under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).~~

**Commented [ES5]:** See comments in Appendix 1 on paragraph 6

### Removal of apparatus

~~6.7.~~—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid Electricity Transmission Plc to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid Electricity Transmission Plc in accordance with sub-paragraph (2) to (5).

(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 Grid Electricity Transmission Plc 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 Grid Electricity Transmission Plc reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid Electricity Transmission Plc to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(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 Grid Electricity Transmission Plc may in its sole discretion, 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 not extend to the requirement for National Grid Electricity Transmission Plc to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid Electricity Transmission Plc and the undertaker.

(5) National Grid Electricity Transmission Plc must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid Electricity Transmission Plc of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

### Facilities and rights for alternative apparatus

~~7.8.~~—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid Electricity Transmission Plc facilities and rights in land 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 Grid Electricity Transmission Plc and must be no less favourable on the whole to National Grid Electricity Transmission Plc than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid Electricity Transmission Plc.

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid Electricity Transmission Plc than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter may be referred to arbitration in accordance with paragraph 15 (*Arbitration*) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid Electricity Transmission Plc as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### Retained apparatus: protection

~~8.9.~~—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid Electricity Transmission Plc a plan of the works to be executed and seek from National Grid Electricity Transmission Plc details of the underground extent of their electricity assets.

~~(2) In relation to specified works the plan to be submitted to National Grid Electricity Transmission Plc under sub-paragraph (1) must include a method statement and describe—~~

- ~~(a) the exact position of the specified works;~~
- ~~(b) the level at which these are proposed to be constructed or renewed;~~
- ~~(c) the manner of their construction or renewal including details of excavation, positioning of plant;~~
- ~~(d) the position of all apparatus;~~
- ~~(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;~~
- ~~(f) any intended maintenance regimes; and~~
- ~~(g) an assessment of risks of rise of earth issues.~~
- ~~(h) a ground monitoring scheme, where required.~~

~~(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing:—~~

- ~~(a) details of any cable trench design including route, dimensions, clearance to pylon foundations;~~
- ~~(b) demonstration that pylon foundations will not be affected prior to, during and post construction;~~
- ~~(c) details of load bearing capacities of the trenches;~~
- ~~(d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;~~
- ~~(e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;~~
- ~~(f) written details of the operations and maintenance regime for any cable, including frequency and method of access;~~

**Commented [ES6]:** Additional provisions added by NGET during negotiations and accepted by the Applicant.

~~(d)~~(g) assessment of earth rise potential if reasonably required by National Grid Electricity Transmission Plc's engineers; and

~~(e)~~(h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.

~~(2)~~(4) The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until National Grid Electricity Transmission Plc has given written approval of the plan so submitted.

~~(3)~~(5) Any approval of National Grid Electricity Transmission Plc required under sub-paragraphs (4)–

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,

(b) must not be unreasonably withheld.

~~(4)~~(6) In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid Electricity Transmission Plc 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.

~~(5)~~(7) Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid Electricity Transmission Plc and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid Electricity Transmission Plc for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid Electricity Transmission Plc will be entitled to watch and inspect the execution of those works.

~~(6)~~(8) Where National Grid Electricity Transmission Plc requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid Electricity Transmission Plc's satisfaction prior to the commencement of any ~~authorised developments~~specified works (or any relevant part thereof) for which protective works are required and National Grid Electricity Transmission Plc shall give notice its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

~~(7)~~(9) If National Grid Electricity Transmission Plc in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

~~(8)~~(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the ~~authorised developments~~specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan ~~as a plan under sub-paragraph 9(1).~~

~~(9)~~(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid Electricity Transmission Plc notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and

comply with sub-paragraph (11) at all times.

~~(10)~~(12) At all times when carrying out any works authorised under the Order, the undertaker must comply with National Grid Electricity Transmission Plc's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

## Expenses

**Commented [ES7]:** Agreed between NGET and the Applicant.

**Commented [ES8]:** See comments in Appendix 1 on paragraph 9(10)

10.(1) Save where otherwise agreed in writing between National Grid Electricity Transmission Plc and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid Electricity Transmission Plc within 30 days of receipt of an itemised invoice or claim from National Grid Electricity Transmission Plc all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred (where not already paid by the undertaker pursuant to reasonably anticipated charges, costs and expenses) by National Grid Electricity Transmission Plc 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 authorised works including without limitation—

Commented [ES9]: See comments in Appendix 1 on paragraph 10(1)

- (a) any costs reasonably incurred by or compensation properly paid by National Grid Electricity Transmission Plc in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid Electricity Transmission Plc as a consequence of National Grid Electricity Transmission Plc;
- (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3); or
- (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid Electricity Transmission Plc;
  - (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;
  - (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
  - (d) the approval of plans;
  - (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
  - (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 referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 15 (*arbitration*) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid Electricity Transmission Plc by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid Electricity Transmission Plc in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid Electricity Transmission Plc any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

### **Indemnity**

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid Electricity Transmission Plc, or there is any interruption in any service provided, or in the supply of any goods, by National Grid Electricity Transmission Plc, or National Grid Electricity Transmission Plc becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from National Grid Electricity Transmission Plc the cost reasonably and properly incurred by National Grid Electricity Transmission Plc in making good such damage or restoring the supply; and
- (b) indemnify National Grid Electricity Transmission Plc for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid Electricity Transmission Plc, by reason or in consequence of any such damage or interruption or National Grid Electricity Transmission Plc becoming liable to any third party and including STC Claims or an Incentive Deduction other than arising from any default of National Grid Electricity Transmission Plc.

(2) The fact that any act or thing may have been done by National Grid Electricity Transmission Plc on behalf of the undertaker or in accordance with a plan approved by National Grid Electricity Transmission Plc or in accordance with any requirement of National Grid Electricity Transmission Plc or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid Electricity Transmission Plc fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of-

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid Electricity Transmission Plc, its officers, servants, contractors or agents;
- (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Grid Electricity Transmission Plc as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 8 (*consent to transfer benefit of Order*) subject to the proviso that once such works

become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 11; and/or

- (c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable;

(4) National Grid Electricity Transmission Plc must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) National Grid Electricity Transmission Plc must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Grid Electricity Transmission Plc must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid Electricity Transmission Plc’s reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid Electricity Transmission Plc’s control and if reasonably requested to do so by the undertaker National Grid Electricity Transmission Plc must provide an explanation of how the claim has been minimised, where relevant.

(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised works (excluding the Modified Permitted Preliminary Works) on any land owned by National Grid Electricity Transmission Plc or in respect of which National Grid Electricity Transmission Plc has an easement or wayleave for its apparatus or any other interest or to carry out any works within ~~15~~ metres of National Grid Electricity Transmission Plc’s apparatus until the following conditions are satisfied:

- (a) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid Electricity Transmission Plc has confirmed the same to the undertaker in writing; and
- (b) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Grid Electricity Transmission Plc that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid Electricity Transmission Plc has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with 11(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Grid Electricity Transmission Plc from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

#### **Enactments and agreements**

**12.** Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid Electricity Transmission Plc and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid Electricity Transmission Plc in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

**Commented [ES10]:** See comments in Appendix 1 on paragraph 11(7)

## Co-operation

13.(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid Electricity Transmission Plc requires the removal of apparatus under paragraph 7(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid Electricity Transmission Plc's undertaking and National Grid Electricity Transmission Plc shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid Electricity Transmission Plc's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

## Access

14. If in consequence of the agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid Electricity Transmission Plc to maintain or use the apparatus no less effectively than was possible before such obstruction.

## Arbitration

~~15. Save for differences or disputes arising under paragraph 7(2), 7(4) 8(1) and 9 any difference or dispute arising between the undertaker and National Grid Electricity Transmission Plc under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, be determined by arbitration in accordance with article [●] (arbitration).~~

15. (1) The undertaker and National Grid Electricity Transmission Plc will use reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them or out of or in connection with the provisions in this Part of this Schedule, including in the event of dispute in relation to paragraph 7(2), 7(3), 8(1) or 9 of the Modified Protective Provisions, in accordance with the following provisions of this clause.

(2) The undertaker and National Grid Electricity Transmission Plc shall each nominate a representative who must meet and use reasonable endeavours to resolve the matter. If the matter is not resolved within 10 working days of either the undertaker or National Grid Electricity Transmission Plc requesting such a meeting, (or such longer period as may be agreed between them) the matter may at the written request of either undertaker or National Grid Electricity Transmission Plc be referred for discussion at a meeting to be attended by a senior executive from each of them, such meeting to take place within 15 working days of the date of a request by either the undertaker or National Grid Electricity Transmission Plc. The written request shall include the reasons for the disagreement. The name, position and contact details of the senior executive from each of undertaker and National Grid Electricity Transmission Plc will be shared ahead of such meeting.

(3) If the meeting between senior executives fails to result in a settlement within 20 working days of the date of the request for such a meeting (or such longer period as may be agreed between the undertaker and National Grid Electricity Transmission Plc) then either the undertaker or National Grid Electricity Transmission Plc may refer the matter to arbitration. Unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, any difference or dispute arising under this Part of this Schedule that is not otherwise resolved in accordance with sub-paragraphs 15(1) and 15(2) must be determined by arbitration in accordance with article 42 (arbitration), save for differences or disputes arising under paragraph 7(2), 7(3) 8(1) and 9.

**Commented [ES11]:** See comments in Appendix 1 on paragraph 15

## Notices

16. Notwithstanding article 44 (service of notices), any plans submitted to National Grid Electricity Transmission Plc by the undertaker pursuant to paragraph 9 must be submitted using the LSBUD system (<https://lsbud.co.uk/>) or to such other address as National Grid Electricity Transmission Plc may from time to time appoint instead for that purpose and notify to the undertaker in writing.

<b>Summary report:</b>	
<b>Litera Compare for Word 11.15.0.58 Document comparison done on 21/04/2026 21:45:14</b>	
<b>Style name:</b> Default no comments	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> GNR Solar Park DCO - NGET PPs(206689700.1)(206690303.1).docx	
<b>Modified filename:</b> GNR - NGET - PPs - D6 version for draft DCO(251061953.1).docx	
<b>Changes:</b>	
<u>Add</u>	77
<u>Delete</u>	62
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>139</b>

### Appendix 3

#### SUMMARY OF CORRESPONDENCE

The following table is a summary produced by the Applicant of the correspondence between the Applicant and NGET on the protective provisions for NGET in relation to the Development.

<u>Date</u>	<u>Summary of correspondence</u>
<u>27 June 2025</u>	<u>Applicant contacted NGET.</u>
<u>7 July 2025</u>	<u>Applicant sought input from NGET.</u>
<u>21 July 2025</u>	<u>NGET responded to Applicant.</u>
<u>8 October 2025</u>	<u>Applicant sought input from NGET.</u>
<u>15 October 2025</u>	<u>Applicant sought input from NGET.</u>
<u>17 October 2025</u>	<u>Applicant sought input from NGET.</u>
<u>17 October 2025</u>	<u>NGET responded to Applicant.</u>
<u>9 December 2025</u>	<u>Applicant sought input from NGET.</u>
<u>12 December 2025</u>	<u>Applicant sought input from NGET.</u>
<u>15 January 2026</u>	<u>Initial meeting between technical/land representatives for NGET and the Applicant.</u>
<u>21 January 2026</u>	<u>Applicant sought input from NGET.</u>
<u>28 January 2026</u>	<u>Applicant sought input from NGET.</u>
<u>12 February 2026</u>	<u>Applicant sought input from NGET.</u>
<u>13 February 2026</u>	<u>Follow up technical meeting between the Applicant and NGET’s land agent.</u>
<u>15 February 2026</u>	<u>NGET responded to Applicant.</u>
<u>16 February 2026</u>	<u>Applicant acknowledged NGET’s response.</u>
<u>24 February 2026</u>	<u>Follow up technical meeting between the Applicant and NGET’s land agent.</u>
<u>25 February 2026</u>	<u>Applicant technical team followed up with NGET.</u>
<u>10 March 2026</u>	<u>Applicant sought input from NGET.</u>
<u>12 March 2026</u>	<u>Follow up technical meeting between the Applicant and NGET’s land agent.</u>

<a href="#">17 March 2026</a>	<a href="#">Applicant sought input from NGET.</a>
<a href="#">24 March 2026</a>	<a href="#">Applicant sought input from NGET.</a>
<a href="#">26 March 2026</a>	<a href="#">Applicant sought input from NGET.</a>
<a href="#">27 March 2026</a>	<a href="#">NGET responded to Applicant, and Applicant responded in turn.</a>
<a href="#">30 March 2026</a>	<a href="#">Applicant sought input from NGET.</a>
<a href="#">1 April 2026</a>	<a href="#">Applicant sought input from NGET.</a>
<a href="#">7 April 2026</a>	<a href="#">Applicant sought input from NGET.</a>
<a href="#">7 April 2026</a>	<a href="#">NGET responded to Applicant.</a>
<a href="#">8 April 2026</a>	<a href="#">Applicant sought input from NGET.</a>
<a href="#">9 April 2026</a>	<a href="#">Applicant sought input from NGET.</a>
<a href="#">10 April 2026</a>	<a href="#">NGET responded to Applicant.</a>
<a href="#">13 April 2026</a>	<a href="#">Applicant responded to NGET.</a>
<a href="#">14 April 2026</a>	<a href="#">Applicant sought input from NGET.</a>
<a href="#">15 April 2026</a>	<a href="#">NGET and Applicant held meeting.</a>
<a href="#">17 April 2026</a>	<a href="#">Applicant sought input from NGET.</a>
<a href="#">20 April 2026</a>	<a href="#">Applicant sought input from NGET.</a>