

Steeple Renewables Development Consent Order Deadline 6: Submission on behalf of UK Fusion Energy Ltd



1 INTRODUCTION

- 1.1 We are instructed by and write on behalf of UK Fusion Energy Ltd (“**UKFE**”), formerly United Kingdom Industrial Fusion Solutions Limited (“**UKIFS**”). This change of name was announced in the UK Fusion Strategy 2026 published by the Department for Energy Security and Net Zero on 16 March 2026 (the “**Fusion Strategy**”). UKFE is a wholly owned subsidiary of UK Atomic Energy Authority (“**UKAEA**”) and is the government funded delivery vehicle for the for the Spherical Tokamak for Energy Production Project (“**STEP Project**”) which will be built on the site of the former EDF West Burton Power Station (the “**Site**”).
- 1.2 Steeple Solar Farm Limited (the “**Applicant**”) submitted in May 2025 an application for a development consent order (“**DCO**”) to the Secretary of State for the Steeple Renewables Project (the “**Project**”).
- 1.3 The Applicant has included draft protective provisions in Part 11 of Schedule 10 of the draft Development Consent Order (REP5-005) for the protection of UKAEA and UKFE (the “**Applicant’s Draft Protective Provisions**”). Apart from a small number of points, the drafting contained in the Applicant’s Draft Protective Provisions has been agreed between the Applicant and UKFE. The Applicant has also produced a Section 127/138 Report (REP5-053) (the “**Section 127/138 Report**”) in which it explains its position on the drafting in the Applicant’s Draft Protective Provisions which is not agreed with UKFE.
- 1.4 This submission is made on behalf of UKFE by way of response to the Section 127/138 Report and explains UKFE’s position. Appendix 1 to these submissions is a draft schedule of protective provisions which UKFE considers should be included within the Steeple Renewables Project DCO for the protection of UKAEA and UKFE (“**UKFE’s Draft Protective Provisions**”). Appendix 2 to these submissions is a comparison document highlighting the differences between UKFE’s Draft Protective Provisions and the Applicant’s Draft Protective Provisions.

2 APPLICATION OF S127 OF THE PLANNING ACT 2008

- 2.1 Section 127 of the Planning Act 2008 (the “**Act**”) applies to land (statutory undertakers’ land) if:
- (a) the land has been acquired by statutory undertakers for the purposes of their undertaking,
 - (b) a representation has been made about an application for an order granting development consent before the completion of the examination of the application, and the representation has not been withdrawn,
 - (c) the Secretary of State, as a result of the representation, is satisfied that:
 - (i) the land is used for the purposes of carrying on the statutory undertakers’ undertaking, or
 - (ii) an interest in the land is held for those purposes.
- 2.2 In these circumstances a DCO may only include a provision authorising the compulsory acquisition of statutory undertakers’ land or of a right over statutory undertakers’ land by creation of a new right over land where the Secretary of State is satisfied that:
- (a) the land or right may be purchased and not replaced without serious detriment of the carrying on of the undertaking; or

- (b) it can be replaced with other land belonging to, or available for acquisition by, the undertaker without serious detriment to the carrying on of the undertaking.
- 2.3 UKFE and UKAEA should be treated as statutory undertakers to which the substantive protections of s127 of the Act apply regardless of whether they meet the formal requirements of s127 of the Act.
- 2.4 The STEP Project is a proposed nationally significant infrastructure project which the Fusion Strategy reiterates is at the heart of the government's approach to build an industry to remain at the cutting edge of fusion development, support investment and skills, and establish a world-leading policy framework. The Fusion Strategy explains UKFE is backed by £1.3 billion of government investment and will provide the foundation for the UK to develop first of a kind fusion power plants and directly stimulate the growth of the UK supply chain. Furthermore, working with industrial partners, UKFE will develop world leading capabilities as a fusion power plant integrator that can design and deploy fusion power plants globally. Though UKFE does not currently hold an electricity generation license under the Electricity Act 1989, it will apply for and obtain one for the operation of the STEP Project. Once obtained, UKFE would qualify as a statutory undertaker for the purposes of the Act.
- 2.5 UKAEA researches fusion energy and related technologies, with the aim of positioning the UK as a leader in sustainable nuclear energy. UKAEA is an executive non-departmental public body, sponsored by the Department for Energy Security and Net Zero. As set out in the Fusion Strategy, the UKAEA Group have the single mission to lead the delivery of sustainable fusion energy to maximise scientific and UK economic benefit.
- 2.6 UKAEA has the benefit of an option to acquire the freehold of the Site for the delivery of the STEP Project. A relevant representation (RR-046) was made on behalf of UKFE (then UKIFS) which explained that suitable protective provisions would be required to protect the future delivery of the STEP Project on the Site (the "**Relevant Representation**").
- 2.7 The Relevant Representation stated that provisions for the protection of UKFE and UKAEA in substantively the same form as were included in for UKAEA in Schedule 15 Part 19 of The West Burton Solar Project Order 2025 should be included in the Steeple Renewables Project DCO. By including these provisions in the West Burton Solar Project Order 2025, the Secretary of State has already accepted that these protections are necessary and appropriate to adequately protect the delivery of the STEP Project. This point has been reiterated in subsequent representations and has not been withdrawn. The compulsory acquisition of rights proposed by the Applicant on the Site would cause serious detriment to the future delivery of the STEP Project if the Steeple Renewables Project DCO were to be granted without such protective provisions in place. For the reasons explained below, the Applicant's Draft Protective Provisions are inadequate on the points of difference between the parties, and to provide adequate protections UKFE's Draft Protective Provisions should be preferred by the Secretary of State.
- 2.8 The Applicant's treatment of UKFE and UKAEA as though they were statutory undertakers for the purpose of negotiating protective provisions to date is welcomed, as it its acceptance of the strategic importance of both organisations within the Section 127/138 Report. The substantive protection of section 127 of the Act should apply to both organisations whether or not they meet the strict requirements of the Act. The Secretary of State should not therefore include provisions authorising the compulsory acquisition of rights in the Site without UKFE's Draft Protective Provisions included as to do so would cause serious detriment to UKFE's ability to deliver the STEP Project on the Site.

3 PROTECTIVE PROVISIONS

- 3.1 As noted in paragraph 3.5 of the Section 127/138 Report, there are still outstanding points of disagreement between the Applicant and UKFE in respect of the protective provisions.
- 3.2 The below paragraphs identify the amendments which UKFE considers necessary, and explains why.

Amendment to paragraph 141 (Specified Works)

- 3.3 The Applicant has proposed amendments to the drafting of the paragraph 141 of the protective provisions such that if UKAEA or UKFE fail to respond to a request for the approval of plans within 42 days of receipt these plans may be referred for approval to an arbitrator in accordance with article 38 of the DCO.
- 3.4 UKFE does not accept these proposed drafting amendments on the basis that they are unnecessary and without relevant precedent.
- 3.5 The drafting of paragraph 147 of the protective provisions is not in dispute between the parties and already provides for the Applicant to refer the matter to arbitration if UKAEA or UKFE has not responded to a request for the approval of plans within 42 days. That principle is not disputed by UKFE.
- 3.6 Paragraph 147 of the protective provisions already provides for “Any difference or dispute arising” between the parties to be referable to arbitration. No drafting is proposed to expressly carve out the provisions relating to the approval of plans for specified works from this mechanism. We are not aware of drafting similar to that which the Applicant has proposed having been included in a development consent order in a comparable situation. The novel drafting changes suggested by the Applicant are therefore unnecessary, duplicative, and should not be incorporated.

Amendment to paragraph 148 (Notice and Approvals)

- 3.7 The Applicant has proposed drafting amendments to paragraph 148 of the protective provisions such that where any consent, agreement or approval must be given by UKAEA under the protective provisions that consent, agreement or approval may be given by UKAEA or UKFE, but the Applicant need not obtain the consent, agreement or approval of both. The effect of this would be to enable the Applicant to seek approval from one body, on behalf of both entities.
- 3.8 UKAEA as UKFE’s parent organisation will acquire the freehold ownership of the West Burton Site. UKFE will deliver the STEP Project itself. These roles, though related, are distinct. UKAEA and UKFE are separate legal entities. Whilst it is recognised that UKFE is wholly owned by UKAEA, the Applicant’s Draft Protective Provisions would override that separate legal identity and unilaterally impose the ability on each to bind the other.
- 3.9 Whilst UKFE recognises that there may be some minor administrative savings in the Applicant’s proposal, that does not justify overriding the fundamental ability of two separate legal entities to act independently.
- 3.10 Obtaining approvals from both UKFE and UKAEA will not be administratively burdensome. The drafting of paragraph 148 requires the Applicant to submit one request for consent, agreement or approval pursuant to the protective provisions to the company secretary of UKFE copied to UKFE Land and Estates Team at C7 Culham Campus, Abingdon, Oxfordshire, OX14 3DB, or to such other address as UKAEA may from time to time appoint instead for that purpose and notify to the Applicant in writing. UKFE and UKAEA will then coordinate their response to the request and provide this to the Applicant in accordance with the protective provisions. The Applicant’s proposed amendments should be discounted.

Amendment to paragraph 137 (Definition of UKAEA)

- 3.11 Further to the proposed drafting changes to paragraphs 148 on Notice and Approvals, the Applicant has removed drafting in the definition of UKAEA which provides that UKFE may give consent, agreement or approval on behalf of UKAEA under paragraphs 139 to 148 of the protective provisions. As we submit that the Applicant’s proposed drafting on paragraph 148 should be discounted, this drafting should be reinstated to the definition of UKAEA. This will enable UKFE to return provide consent, agreement or approval to the Applicant under the protective provisions where this is agreed by UKAEA.
- 3.12 We also note that the definition of UKAEA should be subject to a minor amendment such that references to ‘UKAEA’ would include ‘UKFE’ for the purposes of all paragraphs 138 to 148 of the protective provisions. In previous iterations that referred only to “paragraphs 139 to 148”, which is a cross-referencing error which should be corrected. Paragraph 138 (Streets subject to temporary prohibition of use and public rights of way) should also apply to UKFE, as it is essential for UKFE to maintain access to the West Burton Site for the delivery of the STEP Project notwithstanding any temporary prohibition or restriction of use of any streets.

Amendment to paragraph 137 (the definition of “UKFE”)

- 3.13 The protective provisions provided for the benefit of UKFE's should apply to any successor to its functions relating to the delivery of the STEP Project.
- 3.14 As is set out in section 3.6(a) of the Section 127/138 Report, the Applicant is content to accept the principle that the promoter of the STEP Project has the benefit of the protective provisions but considers that a reference to unspecified non-statutory functions to be too amorphous and uncertain. The Applicant has therefore suggested that UKAEA should be required to notify the Applicant of a substitution of UKFE for another company who will have the function of delivering the STEP Project.
- 3.15 UKFE does not consider it necessary for the protective provisions to require UKAEA to substitute a company taking over the functions of UKFE relating to the delivery of the STEP Project. The STEP Project will be delivered by a company appointed by the government, any substitution of UKFE for another company would be appropriately confirmed by the government at the time by way of public announcement. A further step of notifying that Applicant is unnecessary, unjustified and administratively burdensome.

Amendment to paragraph 136

- 3.16 We note that the comparison document highlighting differences between UKFE's Draft Protective Provisions and the Applicant's Draft Protective Provisions at Appendix 2 shows cross referencing differences in paragraph 136. We believe that this reflects a cross-referencing error on the part of the Applicant which should be corrected rather than a substantive point of difference between the parties. The UKFE Draft Protective Provisions (at Appendix 1) should be preferred in that regard, and the cross reference should be to paragraphs 141 and 142.
- 3.17 The Applicant's proposal to include the word 'only' in paragraph 136(2) is not accepted on the basis that it is unnecessary.

4 CONCLUSION

- 4.1 In conclusion, UKFE and UKAEA should be treated as though they were statutory undertakers with the benefit of the protections of section 127 of the Act regardless of whether they currently meet the criteria contained in the Act given their role in the delivery of the STEP Project. It is acknowledged that the Applicant is giving them that status through its treatment of those companies throughout the DCO process.
- 4.2 UKFE does not consider that the Applicant's Draft Protective Provisions are appropriately drafted in the manner that they depart from UKFE's Draft Protective Provisions, and for the reasons, described above. The Secretary of State should not therefore make the Steeple Renewables Project DCO without including UKFE's Draft Protective Provisions. The manner in which the Applicant's Draft Protective Provisions differ from UKFE's Draft Protective Provisions are not justified and would cause serious detriment to the ability of UKFE to deliver the STEP Project.

8 April 2026

Appendix 1

UKFE's Draft Protective Provisions

PART 11

FOR THE PROTECTION OF THE UK ATOMIC ENERGY AUTHORITY AND UK FUSION ENERGY LTD

APPLICATION

136.—(1) Subject to sub-paragraph (2) for the protection of UKAEA and UKFE as referred to in this Part of this Schedule the following provisions have effect unless otherwise agreed in writing between the undertaker and UKAEA or UKFE.

(2) Unless otherwise agreed in writing between the undertaker and UKAEA paragraphs 141 and 142 will apply for the protection of UKAEA and UKFE from the point that UKAEA is the owner of the UKAEA land.

INTERPRETATION

137. In this Part of this Schedule-

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than—

- (a) "A-" if the rating is assigned by Standard & Poor's Ratings Group or Fitch Ratings; and
- (b) "A3" if the rating is assigned by Moody's Investors Services Inc.

"acceptable insurance" means a third party liability insurance policy effected and maintained by the undertaker or its contractor with a combined property damage and bodily injury limit of not less than £20,000,000 (twenty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as may be approved by UKAEA. Such insurance shall be maintained during the construction period of the authorised development and arranged with an insurer whose security/credit rating meets the same requirements as an acceptable credit provider such insurance shall include (without limitation)—

- (c) a waiver of subrogation and an indemnity to principal clause in favour of UKAEA; and
- (d) 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.

"authorised development" has the same meaning in article 2(1) of this Order and for the purposes of this Part of this Schedule includes the use, maintenance and decommissioning of the authorised development and construction of any works authorised by this Part of this Schedule;

"commence" and "commencement" has the same meaning as in article 2(1) of this Order, except in this Part of this Schedule it includes any below ground surveys, below ground monitoring and ground work operations;

"functions" includes powers and duties;

"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;

"specified works" means any of the authorised development or activities undertaken in association with the authorised development within the West Burton Power Station;

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

"STEP project" means UKAEA's project to construct a Spherical Tokamak for Energy Production at the West Burton Power Station;

“UKAEA” means the United Kingdom Atomic Energy Authority, or any successor in its functions, and shall include UKFE which may give consent, agreement or approval on behalf of UKAEA for the purposes of paragraphs 138 to 148 below;

"UKAEA land" means the land within plots 05/04, 05/05, 05/06, 05/07 and 05/10 as shown on the land plan and described in the book of reference;

“UKFE” means UK Fusion Energy Limited (company number 14620804) whose registered office is at C7 Culham Campus, Abingdon, Oxfordshire, United Kingdom, OX14 3DB or any successor to UKFE’s functions to deliver the STEP project; and

"West Burton Power Station" means land shown on the plan of that name identified in the table at Schedule 12 (documents and plans to be certified) and which is certified by the Secretary of State as the West Burton Power Station plan for the purposes of this Order.

STREETS SUBJECT TO TEMPORARY PROHIBITION OR RESTRICTION OF USE AND PUBLIC RIGHTS OF WAY

138. Notwithstanding the temporary prohibition or restriction of use or diversion of a street or public right of way under the powers of article 12 (temporary stopping up of streets and public rights of way), UKAEA is at liberty at all times to take all necessary access across any such street or public right of way and to execute and do all such works and things in, upon or under any such street or public right of way as may be reasonably necessary or desirable to enable it to access the West Burton Power Station in the same way as it was able to prior to the prohibition or restriction of use or diversion of that street or public right of way.

PROTECTIVE WORKS TO BUILDINGS

139. The undertaker, in the case of the powers conferred by article 16 (protective works to buildings), must not exercise those powers so as to obstruct or render less convenient the access to any buildings without the written consent of UKAEA.

ACQUISITION OF LAND

140. 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 or entry to the West Burton Power Station; or
- (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of UKAEA,

otherwise than by agreement.

SPECIFIED WORKS

141.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to UKAEA a plan of the works to be executed and request from UKAEA details of the underground extent of any apparatus or assets belonging to UKAEA which UKAEA must provide to the undertaker as soon as reasonably practicable and in any event within 36 days of the submission of such request.

(2) In relation to specified works the plan to be submitted to UKAEA under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the 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 and positioning of plant;

- (d) the position of any assets and apparatus belonging to UKAEA;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus or assets; and
- (f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraph (2) applies until UKAEA has given written approval of the plan so submitted

(4) Any approval required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in (5) or (7);
- (b) must not be unreasonably withheld and
- (c) must be provided within 42 days of submission of the plan under sub-paragraph (1);

(5) In relation to any work to which sub- paragraph (2) applies, UKAEA may within 42 days of submission of the plan under sub- paragraph (1) require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing any apparatus or assets 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 the UKAEA land.

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

(7) Where UKAEA 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 UKAEA's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required and UKAEA must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) 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 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

(9) 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 UKAEA notice as soon as is reasonably practicable and a plan of those works and must comply with sub- paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances.

EXPENSES

142. Save where otherwise agreed in writing between UKAEA and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to UKAEA within 30 days of receipt of an itemised invoice or claim from UKAEA all charges, costs and expenses reasonably and properly incurred by UKAEA in consequence of the execution of the specified works including without limitation—

- (a) the approval of plans;
- (b) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works where such responsibilities fall to UKAEA; or
- (c) 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.

INDEMNITY

143.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works or in consequence of the construction, use, maintenance or failure of any of the authorised development 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 them) 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 property of UKAEA or UKAEA 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 UKAEA the cost reasonably and properly incurred by UKAEA in making good such damage; and
- (b) indemnify UKAEA for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from UKAEA, by reason or in consequence of any such damage or interruption or UKAEA becoming liable to any third party other than arising from any default or negligence of UKAEA.

(2) The fact that any act or thing may have been done by UKAEA on behalf of the undertaker or in accordance with a plan approved by UKAEA or in accordance with any requirement of UKAEA 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 UKAEA 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 or as otherwise agreed between the undertaker and UKAEA.

(3) Nothing in sub-paragraph (1) is to 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 UKAEA, its officers, servants, contractors or agents; or
- (b) any 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) UKAEA 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) UKAEA 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) UKAEA 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 and if reasonably requested to do so by the undertaker UKAEA must provide an explanation of how the claim has been minimised, where relevant.

(7) The undertaker will not commence construction (and not permit the commencement of such construction) of any specified works unless and until UKAEA is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and unless otherwise agreed with UKAEA (acting reasonably) provided evidence to UKAEA that it shall maintain such acceptable insurance for the construction period of specified works from the proposed date of commencement of construction of specified works) and UKAEA has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with sub- paragraph (7), nothing in this Part of this Schedule shall prevent UKAEA from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

ENACTMENTS AND AGREEMENTS

144. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between UKAEA 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 the owner of the UKAEA land on the date on which this Order is made.

CO-OPERATION

145.—(1) The undertaker and UKAEA must each act in good faith and use reasonable endeavours to co-operate with and provide assistance to each other as may be required to give effect to the provisions of this Part.

(2) For the avoidance of doubt whenever UKAEA'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

146. (1) If in consequence of the powers granted under this Order the access to the West Burton Power Station is materially obstructed, the undertaker must provide such alternative means of access to the West Burton Power Station as will enable UKAEA to access the West Burton Power Station no less effectively than was possible before such obstruction.

(2) In the event that access by the undertaker to the West Burton Power Station is materially obstructed by UKAEA, UKAEA must provide such alternative means of access to the West Burton Power Station as will enable the undertaker to access the West Burton Power Station no less effectively than was possible before such obstruction.

ARBITRATION

147. Any difference or dispute arising between the undertaker and UKAEA under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and UKAEA, be determined by arbitration in accordance with article 38 (arbitration).

NOTICES

148. Notwithstanding article 36 (service of notices), any plans submitted to UKAEA by the undertaker pursuant to paragraph 142 must be submitted to UKFE addressed to the company secretary and copied to UKFE the Land and Estates Team at C7 Culham Campus, Abingdon, Oxfordshire, OX14 3DB, or to such other address as UKAEA may from time to time appoint instead for that purpose and notify to the undertaker in writing.

Appendix 2

Comparison document highlighting differences between UKFE's Draft Protective Provisions and the Applicant's Draft Protective Provisions

PART 11

FOR THE PROTECTION OF THE UK ATOMIC ENERGY AUTHORITY AND UK FUSION ENERGY LTD

APPLICATION

136.—~~a)~~(1) Subject to sub-paragraph (2) for the protection of UKAEA and UKFE as referred to in this Part of this Schedule the following provisions have effect unless otherwise agreed in writing between the undertaker and UKAEA or UKFE.

~~(1)~~(2) Unless otherwise agreed in writing between the undertaker and UKAEA paragraphs ~~141 and 142~~ and 143 will only apply for the protection of UKAEA and UKFE from the point that UKAEA is the owner of the UKAEA land.

INTERPRETATION

137. In this Part of this Schedule-

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than—

- (a) "A-" if the rating is assigned by Standard & Poor's Ratings Group or Fitch Ratings; and
- (b) "A3" if the rating is assigned by Moody's Investors Services Inc.

"acceptable insurance" means a third party liability insurance policy effected and maintained by the undertaker or its contractor with a combined property damage and bodily injury limit of not less than £20,000,000 (twenty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as may be approved by UKAEA. Such insurance shall be maintained during the construction period of the authorised development and arranged with an insurer whose security/credit rating meets the same requirements as an acceptable credit provider such insurance shall include (without limitation)—

- (c) a waiver of subrogation and an indemnity to principal clause in favour of UKAEA; and
- (d) 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.

"authorised development" has the same meaning in article 2(1) of this Order and for the purposes of this Part of this Schedule includes the use, maintenance and decommissioning of the authorised development and construction of any works authorised by this Part of this Schedule;

"commence" and "commencement" has the same meaning as in article 2(1) of this Order, except in this Part of this Schedule it includes any below ground surveys, below ground monitoring and ground work operations;

"functions" includes powers and duties;

"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;

"specified works" means any of the authorised development or activities undertaken in association with the authorised development within the West Burton Power Station;

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

"STEP project" means UKAEA's project to construct a Spherical Tokamak for Energy Production at the West Burton Power Station;

“UKAEA” means the United Kingdom Atomic Energy Authority, or any successor in its functions, and ~~shall include UKFE which may give consent, agreement or approval on behalf of UKAEA~~ for the purposes of paragraphs ~~138~~139 to 148 ~~below~~only shall also include UKFE;

"UKAEA land" means the land within plots 05/04, 05/05, 05/06, 05/07 and 05/10 as shown on the land plan and described in the book of reference;

“UKFE” means UK Fusion Energy Limited (company number 14620804) whose registered office is at C7 Culham Campus, Abingdon, Oxfordshire, United Kingdom, OX14 3DB or ~~any such other company as may be substituted, by written notice from UKAEA to the undertaker, as being the~~ successor to UKFE’s functions to deliver the STEP project; and

"West Burton Power Station" means land shown on the plan of that name identified in the table at Schedule 12 (documents and plans to be certified) and which is certified by the Secretary of State as the West Burton Power Station plan for the purposes of this Order.

STREETS SUBJECT TO TEMPORARY PROHIBITION OR RESTRICTION OF USE AND PUBLIC RIGHTS OF WAY

138. Notwithstanding the temporary prohibition or restriction of use or diversion of a street or public right of way under the powers of article 12 (temporary stopping up of streets and public rights of way), UKAEA is at liberty at all times to take all necessary access across any such street or public right of way and to execute and do all such works and things in, upon or under any such street or public right of way as may be reasonably necessary or desirable to enable it to access the West Burton Power Station in the same way as it was able to prior to the prohibition or restriction of use or diversion of that street or public right of way.

PROTECTIVE WORKS TO BUILDINGS

139. The undertaker, in the case of the powers conferred by article 16 (protective works to buildings), must not exercise those powers so as to obstruct or render less convenient the access to any buildings without the written consent of UKAEA.

ACQUISITION OF LAND

140. 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 or entry to the West Burton Power Station; or
- (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of UKAEA,

otherwise than by agreement.

SPECIFIED WORKS

141.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to UKAEA a plan of the works to be executed and request from UKAEA details of the underground extent of any apparatus or assets belonging to UKAEA which UKAEA must provide to the undertaker as soon as reasonably practicable and in any event within 36 days of the submission of such request.

(2) In relation to specified works the plan to be submitted to UKAEA under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the 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 and positioning of plant;

- (d) the position of any assets and apparatus belonging to UKAEA;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus or assets; and
- (f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraph (2) applies until one of the following conditions has been met:

- (a) UKAEA has given written approval of the plan so submitted; or
- (b) The plan has been approved by arbitration under paragraph 148.

(4) Any approval required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in (5) or (7);
- (b) must not be unreasonably withheld; and
- (c) must in the case of any approval by UKAEA be provided within 42 days of submission of the plan under sub-paragraph (1);

(5) In relation to any work to which sub-paragraph (2) applies, UKAEA may within 42 days of submission of the plan under sub-paragraph (1) require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing any apparatus or assets 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 the UKAEA land and where such modifications are required UKAEA must at the same time provide reasons why the modifications are necessary.

(6) Where UKAEA fails to either:

- (a) approve the plan submitted by the undertaker in accordance with the time limit set out in sub-paragraph (4)(c); or
- (b) provide details of the modifications it requires to the plan under sub-paragraph (5),

within 42 days of submission of the plan under sub-paragraph (1) then the undertaker may instead submit the plans for approval by arbitration under paragraph 148 in which case the arbitrator may approve the plans, approve the plans with modifications or refuse to approve the plans, but if they refuse to approve the plans they must give reasons.

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

(8) ~~(7)~~ Where UKAEA 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 UKAEA's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required and UKAEA must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) ~~(8)~~ 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 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

(10) ~~(9)~~ 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 UKAEA notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances.

EXPENSES

142. Save where otherwise agreed in writing between UKAEA and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to UKAEA within 30 days of receipt of an itemised invoice or claim from UKAEA all charges, costs and expenses reasonably and properly incurred by UKAEA in consequence of the execution of the specified works including without limitation—

- (a) the approval of plans;
- (b) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works where such responsibilities fall to UKAEA; or
- (c) 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.

INDEMNITY

143.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works or in consequence of the construction, use, maintenance or failure of any of the authorised development 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 them) 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 property of UKAEA or UKAEA 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 UKAEA the cost reasonably and properly incurred by UKAEA in making good such damage; and
- (b) indemnify UKAEA for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from UKAEA, by reason or in consequence of any such damage or interruption or UKAEA becoming liable to any third party other than arising from any default or negligence of UKAEA.

(2) The fact that any act or thing may have been done by UKAEA on behalf of the undertaker or in accordance with a plan approved by UKAEA or in accordance with any requirement of UKAEA 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 UKAEA 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 or as otherwise agreed between the undertaker and UKAEA.

(3) Nothing in sub-paragraph (1) is to 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 UKAEA, its officers, servants, contractors or agents; or
- (b) any 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) UKAEA 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) UKAEA 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) UKAEA 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 and if reasonably requested to do so by the undertaker UKAEA must provide an explanation of how the claim has been minimised, where relevant.

(7) The undertaker will not commence construction (and not permit the commencement of such construction) of any specified works unless and until UKAEA is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and unless otherwise agreed with UKAEA (acting reasonably) provided evidence to UKAEA that it shall maintain such acceptable insurance for the construction period of specified works from the proposed date of commencement of construction of specified works) and UKAEA has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with sub- paragraph (7), nothing in this Part of this Schedule shall prevent UKAEA from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

ENACTMENTS AND AGREEMENTS

144. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between UKAEA 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 the owner of the UKAEA land on the date on which this Order is made.

CO-OPERATION

145.—(1) The undertaker and UKAEA must each act in good faith and use reasonable endeavours to co- operate with and provide assistance to each other as may be required to give effect to the provisions of this Part.

(2) For the avoidance of doubt whenever UKAEA'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

146.—(1) If in consequence of the powers granted under this Order the access to the West Burton Power Station is materially obstructed, the undertaker must provide such alternative means of access to the West Burton Power Station as will enable UKAEA to access the West Burton Power Station no less effectively than was possible before such obstruction.

(2) In the event that access by the undertaker to the West Burton Power Station is materially obstructed by UKAEA, UKAEA must provide such alternative means of access to the West Burton Power Station as will enable the undertaker to access the West Burton Power Station no less effectively than was possible before such obstruction.

ARBITRATION

147. Any difference or dispute arising between the undertaker and UKAEA under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and UKAEA, be determined by arbitration in accordance with article 38 (arbitration).

NOTICES AND APPROVALS

148.—(1) Notwithstanding article 36 (service of notices), any ~~plans~~ plan or notice which must be submitted to UKAEA by the undertaker pursuant to paragraph 142 ~~must and any requests for consent, agreement or approval under this Part must (instead of being submitted to UKAEA)~~ be submitted to UKFE addressed to the company secretary and copied to UKFE ~~the~~ Land and Estates Team at ~~C7~~ Culham Campus, Abingdon, Oxfordshire, OX14 3DB, or to such other address as UKAEA may from time to time appoint instead for that purpose and notify to the undertaker in writing.

(2) Where any consent, agreement or approval must be given by UKAEA under this Part that consent, agreement or approval may be given by UKAEA or UKFE but the undertaker need not obtain the consent, agreement or approval of both.

Summary report:	
Litera Compare for Word 11.14.0.42 Document comparison done on 08/04/2026 17:09:38	
Style name: Standard + Image	
Intelligent Table Comparison: Active	
Original DMS: iw://cloudimanager.com/work/80404707/1 - Steeple Renewables DCO UKFE PPs 8.4.2026 B side.docx	
Modified DMS: iw://cloudimanager.com/work/80389066/1 - Steeple Renewables RES Preferred PPs 7.4.2026.docx	
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Delete	20
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
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Embedded Excel	0
Format changes	0
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