

1. Introduction

- 1.1 This representation is submitted on behalf of National Gas Transmission plc ("**NGT**") at Deadline 6 on 21 August 2026. It sets out NGT's comments on Lime Down Solar Park Limited's (the "**Applicant**") updated Land and Rights Negotiations Tracker [**REP5-020**] (the "**Negotiations Tracker**") as well as providing a general update to the Examining Authority ("**ExA**") regarding the status of negotiations between NGT and the Applicant in respect of the protective provisions ("**PPs**") to be included on the face of the Development Consent Order ("**DCO**") for the proposed Lime Down Solar scheme (the "**Scheme**"), for the protection of NGT's apparatus.

2. Status of negotiations generally

- 2.1 NGT and the Applicant have been in active negotiations for a number of months now and have made some good progress on a number of elements of the PPs. However, a number of substantive matters remain outstanding, as set out below.

3. Duration of Acceptable Insurance

- 3.1 As noted in the Applicant's updated Negotiations Tracker, representatives from NGT and the Applicant met on 16 July 2026 to discuss a number of outstanding points in relation to the PPs. A key outstanding issue that arose during the course of that discussion (and which remains unresolved) is the requirement for the Applicant to maintain insurance with a limit of indemnity of not less than £50 million per occurrence (or series of occurrences) arising out of one event in connection with the use (as well as construction and maintenance) of any part of the Scheme:
- 3.1.1 taking place/located on (i) land owned by NGT, or (ii) land in respect of which NGT has an easement or wayleave for its apparatus or any other interest; or
 - 3.1.2 within 15 metres of NGT's apparatus; or
 - 3.1.3 which may otherwise adversely affect any of NGT's apparatus.
- (**"Acceptable Insurance"**).

- 3.2 As NGT understands it, the Applicant accepts that Acceptable Insurance must be in place in respect of the construction and maintenance of the Scheme, but is not prepared to put this in place in respect of the use/operation of the Scheme. NGT does not accept the Applicant's position in this regard.
- 3.3 If insurance coverage was limited to construction and maintenance of the Scheme only, then risks posed to NGT's assets in connection with the operation of the Scheme (such as (on a non-exhaustive basis): electromagnetic interference during operation which would adversely affect Cathodic Protection Systems, and degradation of corrosion protection over time which would increase the risk to pipeline integrity) would be uninsured. NGT must protect its assets effectively as a responsible statutory undertaker, and exposing its network to these risks on an uninsured basis (particular in connection with a third party project) would be contrary to this requirement.
- 3.4 With regard to the quantum of the insurance coverage required in respect of the operation of the Scheme, NGT does not have the resources to undertake a bespoke insurance assessment for each and every project that interacts with its assets. Instead, it is understood that NGT applies a level of cover (i.e. Acceptable Insurance) that has commercially assessed as being appropriate and required to protect against the potential financial consequences of damage caused to its assets by third parties.
- 3.5 Additionally, the required level of insurance is not intended only to fund repairs to NGT's physical assets in the event of an incident. The requirement is designed to address the wider liabilities, losses and consequences that may arise from damage to or interference with NGT's apparatus, including indirect financial exposure, third-party liabilities and other losses that may arise depending on the nature, severity and circumstances of the incident. As such, the level of cover must be sufficient to respond to a range of potential risks and outcomes, rather than being assessed solely by reference to the cost of repairing or replacing affected assets.
- 3.6 A related outstanding point concerns whether the insurance obligation should fall on the Applicant (as undertaker under the Order) or may instead be satisfied by insurance taken out by its contractor.

- 3.7 NGT's position is that its contractual relationship under the Order is with the Applicant, not the Applicant's contractor, and that the requirement to maintain Acceptable Insurance extends beyond the construction period into the use and maintenance of specified works, at which point there may be no contractor engagement in place at all. As such, the requirement for solely the Applicant to procure and maintain insurance must remain.

4. Introduction of inflexible time period for approval of works plans

- 4.1 The Applicant has introduced amendments to the PPs requiring approval by NGT of works plans (where such approval is required) within 42 days of receipt.
- 4.2 Whilst NGT will of course endeavour to respond as soon as reasonably practicable to the Applicant's requests for plan approvals, it cannot agree to rigid deadlines for the review and approval of plans relating to works in proximity to high-pressure gas infrastructure which require very careful assessment and consideration.
- 4.3 There is an existing obligation within NGT's standard form of PPs that approvals from NGT are not to be unreasonably withheld or delayed. NGT's position is that this should provide sufficient comfort to the Applicant that any requests for plan approvals will be dealt with in a timely manner.

5. Facilities and rights for alternative apparatus

- 5.1 The Applicant has proposed amendments to NGT's standard form of PPs regarding the provision of facilities and rights for alternative apparatus which removes NGT's ability to exercise its sole discretion in determining whether and how it assists the Applicant to secure such facilities and rights where alternative apparatus cannot be accommodated in land of, or secured by, the Applicant.
- 5.2 NGT's position is that the obligation to secure the necessary rights and facilities for alternative apparatus rests squarely with the Applicant as it is the Applicant's project that gives rise to the need to relocate or provide alternative apparatus, and accordingly it is the Applicant's responsibility to ensure that the necessary land rights are in place to enable that to occur. Any provision requiring NGT to assist in the

procurement of such rights must remain entirely at NGT's sole discretion. This reflects NGT's status as a statutory undertaker and ensures that it is not compelled to assume responsibilities, risks or liabilities associated with facilitating third party projects or exercising statutory powers other than where it elects to do so.

6. Matters excluded from arbitration

6.1 NGT's standard form of PPs deliberately exclude certain matters from the scope of the dispute resolution (arbitration) provision, namely:

- 6.1.1 whether existing apparatus must be removed to facilitate the Scheme;
- 6.1.2 how and where replacement apparatus is to be designed and constructed;
- 6.1.3 the adequacy and terms of land rights required for the installation, maintenance and protection of replacement apparatus; and
- 6.1.4 the protective regime governing works carried out in proximity to retained apparatus.

6.2 The Applicant objects to NGT's standard approach in relation to matters falling within sub-paragraph 6.1.4 above, on the basis that such matters being dealt with at NGT's absolute discretion may impede the delivery of the Scheme and instead proposes that such matters are capable of referral to an arbitrator under the corresponding article of the Order.

6.3 NGT's position is that it is the statutory undertaker responsible for the safe and efficient operation of the national gas transmission system, and must therefore retain ultimate authority over decisions affecting its own apparatus. NGT does not consider that these matters can properly be delegated to a third-party expert, who in practice would in any event be likely to need to rely on NGT's own technical expertise, and any suitably qualified and experienced expert is likely already to be employed by NGT.

7. Consistency of drafting across NGT's PPs

- 7.1 The Applicant has suggested a number of clarificatory amendments to NGT's standard form of PPs. NGT's position is that these changes introduce unnecessary deviation from NGT's standard form PPs and would interfere with NGT's need (detailed at paragraphs 5.4 and 5.5 of NGT's Written Representation **[REP1-165]**) to retain consistency regarding the PPs that it agrees across all of the DCO projects that it is impacted by, and thus increases the likelihood of disputes arising across its national network. Therefore, amendments of this nature are not acceptable.

8. Conclusion

- 8.1 NGT and the Applicant are continuing to negotiate, and it is hoped that agreement can be reached soon. However, until that happens, NGT must continue to object to the application for the proposed Order and reserves its right to make further submissions to the Examination at a later date, including appearance at and participation in Examination Hearings to address the required format of the PPs and any necessary amendment to the dDCO if needed.
- 8.2 NGT also reserves the right to provide further written information in support of any detailed issues remaining in dispute between the parties at that or later stages.

21 August 2026

Mills & Reeve LLP on behalf of National Gas Transmission plc