

Your reference EN0110001  
Our reference HENSM/43283-5239

1 April 2026

National Infrastructure Planning  
Temple Quay House  
Temple Quay  
Bristol  
BS1 6PN

Dear Sir / Madam

**DCO Scheme: Keadby Next Generation Power Station Project**

**Our client: Network Rail Infrastructure Limited (Unique Identification Number: [REDACTED])**

**Applicant: Keadby Next Generation Limited**

**Subject: Network Rail Infrastructure Limited's Response to the Examiners Written Questions issued on Wednesday 11 March 2026**

This Firm is instructed by Network Rail Infrastructure Limited (**NR**) in relation to the DCO Scheme and we write in response to the following Examiner's Written Question issued on Wednesday 11 March 2026.

**Q1.0.18 – Draft DCO, Schedule 9, Protective Provisions**

*Provide a response on the current draft of the Protective Provisions contained in Schedule 9 of the draft DCO [REP1-003]. Provide a tracked changed version of changes or amendments that is required so the ExA has a clear idea of the differences between the applicant's and the IP's versions.*

**NR Response:**

Please find appended to this letter a comparison version of the Protective Provisions which shows the changes which the promoter seeks to make to NR's required form of Protective Provisions.

NR's position on the proposed changes is as set out in the table below:

Paragraph Number(s)	NR's comments
<b>3 / 63</b>	Definition of "specified work": this needs to include reference to the maintenance of the proposed works which impact railway property. The Protective Provisions prescribe which paragraphs within the respective provisions should only apply to the construction of a specified work but otherwise this definition should encapsulate maintenance works as well in order that the relevant protective provisions apply to any scenario anyone seeks to access railway property to carry out works to the authorised development.

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<b>4(1), (4) and (5)</b>	<p>The restriction on the use of compulsory acquisition powers without first seeking NR's prior consent (which cannot be unreasonably withheld) at sub-para (1) needs to be retained.</p> <p>NR cannot accept a position whereby the applicant can compulsorily acquire rights over the railway and extinguish rights owned by NR for the purposes of carrying on its statutory undertaking. This same point applies to the Applicant's proposed changes to sub-paras 4(4) and (5). Please refer to NR's Written Representation dated 9 February 2026 for the detailed justification for the inclusion of these paragraphs. In summary, without the restrictions at paragraphs 4(1), 4(4) and 4(5), the applicant's proposal to compulsorily acquire rights over the railway at plot 2-34 and extinguishment of NR's rights over plots 3-159, 3-161, 3-168, 3-193, 3-194 will cause a serious detriment to NR's statutory undertaking.</p>
<b>Para 4(7)</b>	<p>The Applicant's proposed changes are substantially acceptable save that the requirement to enter into the asset protection agreement within 56 days is outside of both parties' control as it depends on a number of factors (it is dependent on the Applicant providing NR with the necessary information, time required for NR to respond to any queries on the asset protection agreement raised by the Applicant, NR's available resource at the relevant time, resolving any disputes on the terms of the asset protection agreement, the time required to arrange signature etc.). Further, the Applicant's proposed wording does not stipulate what happens if the asset protection agreement is not entered into within the proposed 56-day time period.</p> <p>NR is a public body and is required to act reasonably in processing requests for an asset protection agreement and so it is not deemed necessary for this requirement to be subject to a timescale.</p>
<b>Para 9(1) / 69(1)</b>	<p>The Applicant's proposed changes remove the requirement for the Applicant to pay for NR's costs incurred in NR carrying out alterations/additions to the railway in consequence of the Applicant's scheme. This is a standard, reasonable and well-justified requirement as otherwise NR would be at a loss as a result of the Applicant's scheme. The deleted wording must be retained.</p>
<b>Para 11</b>	<p>NR protective wording addressing the risks of electro-magnetic interference (EMI) have been deleted by the Applicant. Even if the risk of EMI occurring is considered by the Applicant to be low, these provisions must remain in any event. If these EMI provisions never become relevant then they pose no burden to the Applicant, but equally if they do become relevant then they exist within the Protective Provisions to provide the necessary protection for NR's infrastructure in that scenario. The risk of EMI causing a catastrophic accident on the railway is such that these provisions should be included in any DCO whereby there are works being carried out in the close proximity to railway infrastructure.</p>
<b>Para 15 / 74</b>	<p>Sub-para (1) – The Applicant's proposed insertion of a cross-reference to "article 35 (recover of costs of new connections)" is erroneous. The purpose of this wording is to cross-refer to an article of the DCO which covers the 'double-recovery' of costs but there doesn't appear to be such an article in the draft Order so this cross-reference just needs to be deleted.</p> <p>Sub-para (1) - The indemnity at the foot of the paragraph has been removed. This must absolutely be retained and is a standard, reasonable and well-justified</p>

	<p>requirement of a statutory undertaker whose assets are impacted by a third party DCO scheme.</p> <p>Sub-para (2) – The wording which addresses the recovery of "relevant costs" has been removed. This must be retained because if the Applicant causes liabilities to a train operator company (TOC) in carrying out a specified work (i.e. delays, interruptions to service, damage etc.) for which NR is liable pursuant to a TOC agreement, the TOC can claim against NR and NR is required to automatically reimburse the TOC for such losses pursuant to the terms of the TOC agreement. The Applicant should be liable for NR's losses in that scenario as otherwise the Applicant's scheme has caused NR to be at a loss which is not a reasonable nor acceptable position, particularly as NR is a public body.</p>
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NR is in discussions with the Applicant with regards to the inclusion of NR's standard protective provisions and copies of such have been provided to the Applicant. Discussions with the Applicant are ongoing and the parties will confirm the position on the form of Protective Provisions to be placed on the Order in due course.

Should you have any queries, please don't hesitate to contact us on the details below.

Yours faithfully

[Redacted signature]

**Addleshaw Goddard LLP**

Direct line

[Redacted phone number]