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Your Ref: EN0110001

Our Ref: 2010002-81  
*Please quote this when replying*

Date: 9 June 2026

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Dear Mr Wheadon

## **Application by Keadby Next Generation Limited for an Order Granting Development Consent for the Keadby Next Generation Power Station Project – Reference EN0110001**

### **Submission on behalf of PD Ports**

1. We write on behalf of PD Ports Properties Limited (Company Number 01336570), PD Port Services Limited (Company Number 01233997) and Associated Waterway Services Limited (1852005) all of 17-27 Queens Square, Middlesborough, TS2 1AH (together “**PD Ports**”) further to Deadline 5 of the Examination Timetable, date 9 June 2026, and the application by Keadby Next Generation Limited “the **Applicant**”) for an Order granting Development Consent (“**DCO**”) for the proposed Keadby Next Generation Power Station Project (“the **Proposed Development**”).
2. PD Ports provide below an update to the ongoing land agreement negotiations with the Applicant in respect of access through the PD Ports site, waterway and PD Ports services.
3. As outlined in more detail below, while significant progress has been made in agreeing Heads of Terms in respect of a voluntary land agreement with the Applicant, a formal agreement has yet to be reached. Given the significant impact the Proposed Development will have on PD Ports operations at Keadby Wharf, and the late stage in the Examination of this DCO, PD Ports respectfully seeks to enter into the Examination a set of protective provisions to be included in the DCO to protect the safe and efficient operation of Keadby Wharf should a commercial agreement not be reached prior to the end of the Examination period.



4. To this end, proposed drafting for such protective provisions is **appended** to this letter.
5. For the avoidance of doubt, PD Ports is reserving its position as to whether the proposed protective provisions are required to be included in the DCO, and remains confident that a commercial agreement will be forthcoming with the Applicant. However, as noted, given the late stage in the DCO Examination period it is considered prudent to give the Examining Authority ample opportunity to consider the proposed protective provisions in the event there are indeed sought.

Update on Engagement to date between PD Ports and the Applicant

6. PD Ports have engaged in discussions with the Applicant to resolve material outstanding points with the purpose of entering into, or agreeing heads of terms to secure an agreement for access and services by PD Ports to the Applicant. The parties held their last 'all parties' meeting in May 2026. Whilst progress has been made between the parties, the following material issues remain outstanding and therefore it has not been possible to finalise the relevant agreement. The parties have been unable to align on matters which PD Ports consider to be fundamental to an acceptable commercial agreement, including:
  - 6.1. The fees to be paid to PD Ports for access rights and services to be provided to the Applicant;
  - 6.2. Extent of the access area through PD Ports Properties Limited land;
  - 6.3. Preparation and management of the Wharf Management Plan with the Canal and River Trust;
  - 6.4. Responsibility for reinstatement and fair wear and tear further to the Applicants works within the PD Ports Site;
  - 6.5. The sum and basis of the liability cap and related insurance; and
  - 6.6. The scope of retained CA powers despite entry into a voluntary agreement.
7. The lack of progress to resolve these material outstanding points leaves PD Ports concerned that the DCO if granted will significantly interfere with the rights of operations of PD Ports at Keadby Wharf and will adversely affect the continued safe and efficient operation of PD Ports.
8. PD Ports will continue to engage with the Applicant, and recent communication between the parties has been positive.



9. PD Ports has clearly set out the arrangements required in order to protect its operations and commercial interests at Keadby Wharf, and remains hopeful that a voluntary agreement with the Applicant will be forthcoming.

Yours

[Redacted signature]

[Redacted name]  
**Associate (NZ Qualified)**

**for DWF Law LLP**



## **Appendix – Proposed Protective Provisions for PD Ports Keadby Keadby Next Generation Power Station Development Consent Order**

### PART [X]

#### FOR THE PROTECTION OF PD PORTS

1. The following provisions of this Schedule have effect to safeguard the operations of PD Ports Keadby, and are for the benefit of the operation of PD Ports Keadby and PD Ports Properties Limited unless otherwise agreed in writing between the undertaker and PD Ports Properties Limited.

2. In this Part—

“apparatus” means any bollards, bridge, loading and offloading equipment, storage equipment, pipes, cables or other apparatus within the Order limits which provide water, road, electricity or electronic communications to the PD Ports operations together with any replacement of that apparatus pursuant to the Order;

“alternative access” means appropriate alternative road access which enables PD Ports Properties Limited and any other party operating within the PD Ports Site to access the PD Ports operations and PD Ports site in a manner no less efficiently than previously by means of PD Ports’ existing road or rail accesses

“Authorised Development” has the same meaning as in article 2 (interpretation) of this Order (unless otherwise specified) and includes any associated development authorised by the Order and for the purposes of this Part includes the use and maintenance of the authorised development and the construction of any works authorised by this Order;

“Commence” and “Commencement” in this Part of this Schedule shall include any below ground surveys, monitoring, groundwork operations or the receipt and erection of construction plant and equipment.

“offloading procedure” means the procedure whereby the undertaker, its employees, contractors or sub-contractors are offloading materials, plant or machinery required for the authorised development at the wharf within the PD Ports site, such procedure to commence when the undertaker, its employees, contractors or sub-contractors have commenced docking the relevant vessel at the wharf for the purposes of such offloading;

“PD Ports” means the PD Ports, and associated storage, waterway and or road network or any successor body to its functions, operating alongside the River Trent at the PD Ports site located at Keadby, Scunthorpe, England, DN17 3BN;

“PD Ports operations” means the port business and other operations of PD Ports carried out upon the PD Ports site;

“PD Ports Properties Limited” means the owner of the land upon which PD Ports operations are undertaken;



“the PD Ports site” means land and property within the Order limits (identified in this Order Plots 3-193 to 3-196, 3-199, 3-200, 3-203 and 3-104), vested in PD Ports Properties Limited; and

“works details” means— in respect of works to be undertaken in conjunction with Works within the PD Ports site and in particular refers to Works No 9D and 9E of this Order, and;

(a) plans and sections;

(b) details of the proposed method of working, management measures and locations on the PD Ports site;

(c) details of the timing of execution of works and any interference this may cause to the PD Ports operations;

(d) details of any management measures (including details of access routes for vehicles to undertake) that will be put in place to ensure that road and rail traffic is still able to access the PD Ports operations and the PD Ports site (unless it would be unsafe to do so in which case such details must provide details of how alternative access is to be provided);

(e) details of lifting and scheduling activities on the PD Ports site, including the programming and access requirements for any offloading procedures; and

(f) any further particulars provided in response to a request under paragraph [6].

### **Regulation of powers**

3. Unless otherwise agreed in writing, the undertaker must not exercise the powers granted under this Order so as to hinder or prevent the PD Ports operations, or access to the PD Ports site without the prior written consent of PD Ports Properties Limited.

4. Any approval of PD Ports Properties Limited required under paragraph [3] must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as PD Ports Properties Limited may require to be made for—

(a) the continuing safety and operational viability of the PD Ports operations;

(b) the avoidance of commercial losses to the PD Ports operations;

(c) the requirement for PD Ports Properties Limited and any other party operating within the PD Ports Site to have reasonable access to the PD Ports operations and the PD Ports site at all times.

### **Interference with Apparatus and Access—**

5.— (1) If, in the exercise of the powers conferred by this Order, the undertaker requires that apparatus is removed, interrupted, severed or disconnected, that apparatus must not be removed, interrupted, severed or disconnected until details of the alternative apparatus have been approved by PD Ports Properties Limited and the alternative apparatus has been constructed at the undertaker’s cost and is in operation to the satisfaction of PD Ports Properties Limited.

(2) The undertaker must ensure that PD Ports shall hold the same facilities and rights that it holds for the apparatus in respect of the alternative apparatus.

(3) Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article [X] (temporary stopping up of streets, public rights of way and access land), the undertaker shall ensure that the party responsible for any apparatus is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be

reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

(4) The provisions of this paragraph do not apply to apparatus in respect of which the relations between the undertaker and the party responsible for the apparatus in question are regulated by the provisions of Part 3 (Street works in England and Wales) of the 1991 Act.

(5) If the undertaker uses its powers under the Order to temporarily extinguish or permanently acquire any right of road or water access which PD Ports benefits from, then the undertaker must provide at its own cost an alternative access prior to the extinguishment or acquisition of that right of access and ensure that PD Ports Properties Limited shall hold the equivalent rights for that access in respect of an alternative access.

### **Works**

6. Before commencing—

(a) any part of the authorised development which would have an effect on the PD Ports operations or access to them; or

(b) any activities on or to the PD Ports site,

the undertaker must submit to PD Ports Properties Limited the works details for the proposed works or activities and such further particulars as PD Ports Properties Limited may, not less than 28 days from the day on which the works details are submitted under this paragraph, reasonably require.

7. No—

(a) works comprising any part of the authorised development which would have an effect on the PD Ports operations or access to them; or

(b) activities and works on the PD Ports site,

are to be commenced until the works details in respect of those works or activities submitted under paragraph [6] have been approved by PD Ports Properties Limited.

8. Any approval of PD Ports Properties Limited required under this Part [X] must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as PD Ports Properties may require to be made for—

(a) the continuing safety and operational viability of the PD Ports operations;

(b) the avoidance of commercial losses to the PD Ports operations; and

(c) the requirement for PD Ports Properties Limited and any other party operating within the PD Ports Site to have reasonable access to the PD Ports site at all times.

9.—(1) The authorised development and activities on the wharf and roadways within the PD Ports site must be carried out in accordance with the works details approved under paragraph [6] and any requirements imposed on the approval under paragraph [8].



10. The undertaker must pay to PD Ports Properties Limited—

(a) a cost agreed with PD Ports Properties Limited for the daily use of the PD Ports site and PD Ports services in consequence of the construction of the authorised development and use of the PD Ports site by the undertaker; and

(b) the reasonable costs and expenses incurred by PD Ports Properties Limited in connection with the approval of plans, inspection and approval of any works details.

### **Indemnity**

5. If by reason of the Authorised Development there is any material interruption in any service provided by PD Ports, the undertaker must—

(a) pay the cost reasonably and properly incurred by PD Ports Properties Limited in restoring the services of PD Ports; and

(b) make reasonable compensation to PD Ports Properties Limited for any other direct expenses, loss, damages, penalty or costs reasonably and properly suffered or incurred and documented, by reason of any such damage or interruption to PD Ports services.

Nothing in sub-paragraphs (a) or (b) imposes any liability on the undertaker with respect to any damage or interruption to the extent it is attributable to the act, neglect or default of PD Ports Properties Limited, its officers, servants, contractors or agents.

### **Co-operation**

6. The undertaker and PD Ports Properties Limited 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.

### **Arbitration**

7. Any difference or dispute arising between the undertaker and PD Ports Properties Limited under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and PD Ports Properties Limited, be determined by arbitration in accordance with article [X] (arbitration).