

PLANNING ACT 2008

**THE INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)
RULES 2010**

**APPLICATION BY KEADBY NEXT GENERATION LIMITED FOR A
DEVELOPMENT CONSENT ORDER**

**RESPONSE TO EXAMINING AUTHORITY'S
REQUEST FOR FURTHER INFORMATION
DATED 19 MAY 2026 ON BEHALF OF**

nationalgrid

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

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- 1.1 This is National Grid Electricity Transmission Plc's ("**NGET**") response to Question 2.0.6 of the Examining Authority's Request for Further Information dated 19 May 2026. This response should be read in conjunction with NGET's relevant representation [RR-015], which was submitted to the Examining Authority ("**ExA**") on 27 November 2025, its written representation [REP1-053], which was submitted on 4 February 2026, and its response to the ExA's first written questions [REP3-036], which was submitted on 1 April 2026.
- 1.2 For ease of reference, NGET has reproduced Table 1 from Appendix B of the Applicant's "Response to Rule 17 Letter" [REP5-011], which was submitted at Deadline 5, and added a column entitled "Statutory undertaker commentary". NGET's commentary on the disputed paragraphs appears in red text. A copy of the protective provisions sought by NGET is appended to its written representation [REP1-053].

Statutory undertaker commentary

Paragraph / Provision	Statutory undertaker drafting	Applicant drafting	Applicant commentary	Statutory undertaker commentary	Statutory undertaker drafting included in Keadby 3 DCO?
2 (interpretation) Definition of “acceptable insurance”	<i>“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”</i>	<i>“Such insurance shall be maintained <u>for the duration of</u> (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”</i>	Requiring the Applicant to maintain insurance after the construction period “in respect of any use and maintenance of the authorised development” is rejected as requiring the Applicant to hold and maintain a insurance policy for the lifetime of the authorised development covering “any use” is an ill-defined, and potentially onerous burden and an approach that is not preceded in recently made DCOs including the East Yorkshire Solar Farm Order 2025 and, pertinently, Keadby 3 (Carbon Capture Equipped Gas Fired Generating Station) Order 2022. The Applicant stresses that as explained in the Application documents, the Keadby 3 scheme and the	This is a well preceded approach, most recently in the last month's Dogger Bank South DCO. This point was argued in full and the ExA agreed with NGET's position. Limb (a) is required as there may be circumstances in which works in the wider order land that are more than 15m from NGET's apparatus impact on NGET's ability to operate the network eg fire or pollution event in a construction compound or earthworks or drainage works elsewhere on the site that cause flooding, contamination or subsidence with knock-on consequences for NGET. The Applicant's interpretation of limb (b) above is incorrect - limb (b) applies after the construction period of authorised works only in respect of the use and maintenance of only those parts of the authorised works <u>which constitute specified works</u> . This is again well preceded across	No – it is the Applicant's preferred drafting which is preceded in the Keadby 3 DCO.

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			<p>Proposed Development are alternative projects that occupy substantially the same site. In the Applicant's view it is inappropriate and unreasonable to add additional burdens which could impact that decision through the insertion of unattractive, and broad, protective provisions. The Applicant considers the protections afforded in the Keadby 3 in this context are appropriate. The Applicant has not repeated this critical point below, but it applies in all cases where the Applicant is following the approach in the Keadby 3 DCO. Where it is not, it has provided specific justification for the departure.</p>	<p>almost all NGET protective provisions, most recently Dogger Bank South.</p>	
<p>2 (interpretation) Definition of "acceptable insurance"</p>	<p><i>"pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event..."</i></p>	<p><i>"pollution liability for third party property damage and third party bodily damage arising from any <u>sudden and accidental</u></i></p>	<p>The Applicant's insurance adviser has confirmed that the reference to "any" pollution / contamination event is too wide and onerous because the</p>	<p>This definition cannot be narrowed. Insurance must be in place for 'any' pollution. This is a well precedented position, is not unreasonable and appears in protective provisions in favour of</p>	<p>Yes</p>

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		<i>pollution/contamination event...</i>	insurance policies will invariably contain limitations and exclusions. The provision is therefore unreasonable.	NGET in almost all DCOs. NGET therefore does not accept that that it is unreasonable. NGET notes that the Applicant has provided no evidence that the requirement is onerous beyond the opinion of its insurance adviser, whereas most other DCO applicants are apparently content that they can secure insurance in these terms.	
2 (interpretation) Definition of "acceptable security"	<i>“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</i>	<i>“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</i>	As this is a joint venture finance project, the Applicant cannot provide this form of security in this case. There is, therefore, no single “parent company” in this case and the provision simply does not translate into the context of the Proposed Development.	This does not need to be deleted; it is an either/or proposition The Applicant must provide either a parent company guarantee or a bank bond or letter of credit.	Yes

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	<p><i>opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or</i></p> <p><i>(b) a bank bond or letter of credit..."</i></p>	<p>opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or</p> <p>(b) a bank bond or letter of credit..."</p>			
<p>2 (interpretation) Definition of "apparatus"</p>	<p><i>"(c) 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 constructed as part of the Proposed NGET Projects, whether temporary or permanent and includes, where the context so requires, apparatus constructed as part of the authorised development and intended for the beneficial use by National Grid Electricity Transmission</i></p>	<p>"apparatus" means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid, together with any replacement apparatus and such other apparatus constructed as part of Proposed NGET Projects, whether temporary or permanent and includes, where the context so requires, apparatus constructed as part of the authorised development and intended for the beneficial use by National Grid Electricity <i>pursuant to the Order that becomes operational apparatus of</i></p>	<p>The Applicant does not agree that the protective provisions should operate to protect assets that do not yet exist. NGET has been unable to provide the Applicant with a plan showing the confirmed location of its future assets despite the Applicant first requesting this on 22 April 2026 and sending regular reminders to NGET that this information remains outstanding. Because NGET has not been able to confirm the location of its future assets, the Applicant has not been able to assess what the impact of those assets on the authorised development</p>	<p>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.</p> <p>The proposed project identified as being within the Order Limits is the North Humber to High Marnham project ("NHHM Project") is a proposed 400kV overhead line (the 4AF line) approximately 90km in length, running between two proposed substations, one at Birkhill Wood in the East Riding of Yorkshire and one at High Marnham in Nottinghamshire. The NHHM</p>	<p>No – it is the Applicant's preferred drafting which is preceded in the Keadby 3 DCO.</p>

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	<p><i>Plc (“Proposed NGET Projects apparatus”);</i></p>	<p><i>National Grid 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</i></p>	<p>would be. The Applicant does not consider that it is reasonable for any statutory undertaker to request protective provisions in relation to future assets when it cannot confirm the location of those assets, nor whether any protection is in fact required.</p> <p>The most recent information the Applicant has on where the future NGET assets might be located is the information that was published as part of a previous NGET consultation on the NHHM project in February 2025. The main purpose of a consultation is to seek feedback on outline / indicative proposals and to subsequently use that feedback to inform changes to the project, so it is entirely possible that the routing of the NHHM project in the area of the authorised development may have changed. Absent</p>	<p>Project includes the replacement and realignment of a section of the existing 400kV ZDA overhead line between Ealand and west of the Applicant's project.</p> <p>The NHHM Project is a project of Critical National Priority as defined by NPS EN-1 and NPS EN-5. It is therefore vital to achieve the UK's energy objectives, together with the national security, economic, commercial, and net zero benefits.</p> <p>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 NHHM Project. NGET considers that the protective provisions must make provision for this.</p> <p>A key area of concern for NGET is the likelihood of the potential cumulative effects of the construction of the Project and the NHHM Projects.</p>	

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			<p>up-to-date information from NGET, the Applicant has no way of knowing if protective provisions for future NGET assets are needed or what the impact of them on the authorised development might be. The Applicant's strong view is that there is accordingly no justification for the inclusion of protective provisions for future assets in the DCO. If and when NGET progresses its DCO application for the NHHM project it will be able to take the authorised development into account as part of that process, and that will be the appropriate point for the interaction between the two projects (if any) to be considered and resolved in a manner that allows both to come forward.</p> <p>The Applicant notes that other DCO promoters have taken the same position in response to NGET requesting protective</p>	<p>The wording proposed by NGET would require the Applicant to use reasonable endeavours to avoid conflict between the Project and the NHHM Project.</p> <p>Given the critical national importance of the NHHM Project, protective provisions to protect and enable it are appropriate. Protective provisions for the protection of assets that have not yet been built are well-precedented in previous DCOs.</p> <p>After hearing full argument from both the applicant for the Steeple Renewables Project DCO and NGET, the ExA in that case stated in its schedule of changes to the draft development consent order that it <i>"is minded to include protective provisions"</i> in favour of the NHHM project.</p> <p>The Applicant's reliance on the Viking CCS DCO as a precedent is misconceived in the circumstances of this DCO application. The ExA's Report in the Viking CCS DCO was written in December 2024. At</p>	

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			<p>provisions for future assets: see for example the closing submissions [REP6-041] from Steeple Solar Farm Limited submitted at Deadline 6 of the examination into the Steeple Renewables Project application (paragraph 12.4 on). The Applicant agrees with and echoes those submissions. As noted in the closing submissions for Steeple, the most relevant precedent is the Secretary of State's decision on the Viking CCS DCO application, in which the Secretary of State agreed with the Examining Authority's recommendation and did not include the protective provisions for future assets requested by NGET in the DCO.</p> <p>Viking ExA Report paragraph 6.8.25: <i>"The Applicant points out that the submission dates for the DCO applications for</i></p>	<p>that time, the schemes NGET sought to protect had each undertaken their Stage 1 (non-statutory) consultations, but had not progressed beyond that point. This is not comparable with the position of the NHHM project today. NHHM has undertaken both its Stage 1 and Stage 2 (statutory) consultations and is scheduled to submit its DCO application in September 2026 (i.e. in 3 months time, before the DCO application for the Applicant's project is due to be determined).</p>	

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			<p><i>these two [NGET] projects are still some time away and it would, as a result, be premature for PPs to be included in the dDCO for the Proposed Development. The ExA accepts this position and takes the view that future projects which will not be determined for some time yet should not impinge on this DCO."</i></p> <p>The Applicant requests that the ExA and Secretary of State take the same approach in this case as was taken in the Viking Recommendation Report and decision.</p> <p>The Applicant would stress that the definition of apparatus in the Applicant's preferred drafting is sufficiently broad and includes "any electric lines or electrical plant as defined in the Electricity Act 1989(a), belonging to or maintained by National Grid..." meaning that there</p>		

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			is already a broad definition which would apply to operational assets where relevant.		
2 (interpretation) Definition of "Incentive Deduction"	<i>“Incentive Deduction” means any incentive deduction National Grid 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;”</i>	Omit wording	This is excessively broad and the terms of NGET’s transmission licence can be updated without any opportunity for recourse or challenge for the undertaker which is not acceptable. [The Incentive Deduction refers to an incentive in NGET’s Electricity Transmission Licence concerning maintaining a continuous supply to demand customers by ensuring that its system is functioning fully and efficiently. If there are system issues that prevent supply from reaching demand customers then these customers will be restricted and the incentive is reduced based on the restriction window. The Protective Provisions seek to address the scenario where the works that the undertaker is carrying out over or near NGET’s system damages that system or otherwise causes it to not function correctly and therefore restrict this supply. In this scenario the undertaker would cover any related deductions to this incentive. The undertaker should cover these deductions	No – it is the Applicant’s preferred drafting which is preceded in the Keadby 3 DCO.

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				where it is responsible for the restriction on supply.	
2 (interpretation) Definition of "NGESO"	<i>““NGESO” means as defined in the STC;”</i>	Omit wording	See below in relation to definition of “STC”	See below in relation to "STC" however please note an update in the drafting to "NESO".	No – it is the Applicant's preferred drafting which is preceded in the Keadby 3 DCO.
2 (interpretation) Definition of "parent company"	<i>““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;”</i>	Omit wording	As per the comments above, this is a joint venture finance project, the Applicant cannot provide this form of security in this case.	Per the comment above, there is no need to delete this as the security is either/or.	Yes
2 (interpretation) Definition of "Proposed NGET Projects"	<i>““Proposed NGET Projects” means the North Humber to High Marnham Project”</i>	Omit wording	See above in relation to definition of “apparatus”	See above in relation to definition of “apparatus”.	No – it is the Applicant's preferred drafting which is preceded in the Keadby 3 DCO.
2 (interpretation) Definition of	<i>““Proposed NGET Projects Sites” include –</i>	Omit wording	See above in relation to definition of “apparatus”	See above in relation to definition of “apparatus”.	No – it is the Applicant's preferred drafting which is

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"Proposed NGET Projects Sites"	<i>(a) land on which any Proposed NGET Projects apparatus is situated; and (b) land on which Proposed NGET Projects apparatus is anticipated to be situated (in so far as the same has at any time been notified by National Grid Electricity Transmission Plc in writing to the undertaker);"</i>				precedented in the Keadby 3 DCO.
2 (interpretation) Definition of "STC"	<i>"“STC” means the System Operator Transmission Owner Code prepared by the electricity Transmission Owners and NGESO as modified from time to time;"</i>	Omit wording	This is excessively broad and the terms of NGET’s transmission licence can be updated without any opportunity for recourse or challenge for the undertaker which is not acceptable. [STC Claims relate to “Interruption Payments” under the electricity codes and cover when an event on NGET’s transmission system causes generation or interconnectors to be unable to export their load to the system. If a successful claim is made by a generator or interconnector for interruption, NGET pays the Interruption Payment to NESO (as system operator) who in turn pays the generator or interconnector. Again, the purpose of including this in the Protective Provisions is to cover situations where the undertaker’s actions damage or	No – it is the Applicant’s preferred drafting which is precedented in the Keadby 3 DCO.

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				alter NGET's transmission system and this causes generation to be constrained and interruption payments to be made. The undertaker should cover these payments where it is responsible for the constraint on generation.	
2 (interpretation) Definition of "STC Claims"	<i>““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;”</i>	Omit wording	See above in relation to definition of “STC”	See above	No – it is the Applicant’s preferred drafting which is preceded in the Keadby 3 DCO.

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2 (interpretation) Definition of "Transmission Owner"	<i>“Transmission Owner” means as defined in the STC;”</i>	Omit wording	See above in relation to definition of “STC”	See above	No – it is the Applicant’s preferred drafting which is preceded in the Keadby 3 DCO.
6(1) (acquisition of land)	<i>“(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 (such agreement not to be unreasonably withheld or delayed).”</i>	<i>“(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 (such agreement not to be unreasonably withheld or delayed).”</i>	NGET should be required to behave reasonably in not withholding or delaying its agreement under this provision. This wording was agreed in the Keadby 3 DCO and NGET has provided no reasoning or justification for its deletion.	<p>NGET’s preferred protective provisions already include a requirement to act reasonably in paragraph 13(2), which provides as follows:</p> <p><i>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.</i></p> <p>Therefore, the Applicant’s addition to paragraph 6(1)(b) is not required.</p>	No – it is the Applicant’s preferred drafting which is preceded in the Keadby 3 DCO.
6(5) (acquisition of land)	<i>“Regardless of any provision in this Order or</i>	Omit wording	See above in relation to definition of “apparatus”	See above in relation to definition of “apparatus”	No – it is the Applicant’s

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	<i>anything shown on the land plans, the undertaker must not unless otherwise agreed in writing with National Grid Transmission Plc acquire any land forming part of the Proposed NGET Projects (such agreement not to be unreasonably withheld or delayed.”</i>				preferred drafting which is preceded in the Keadby 3 DCO.
7(2) (removal of apparatus)	<i>“If, for the purpose of executing any works in, on, under or over any land...”</i>	<i>“If, for the purpose of executing any <u>specified</u> works in, on, under or over any land...”</i>	This provision should relate to specified works only (i.e. relevant works that may affect NGET apparatus) rather than any and all works carried out under the DCO. The Keadby 3 DCO referred to “authorised works” which has the same effect as “specified works”.	<i>See above in relation to definition of “<u>acceptable insurance</u>”. There may be scenarios where works in the wider order land that are more than 15m from NGET’s apparatus impact on NGET’s ability to operate the network.</i>	No – it is the Applicant’s preferred drafting which is preceded in the Keadby 3 DCO.
7(2) (removal of apparatus)	<i>“...secure any necessary consents for the alternative apparatus and afford to National Grid Electricity Transmission Plc to its satisfaction...”</i>	<i>“...secure any necessary consents for the alternative apparatus and afford to National Grid Electricity Transmission Plc to its <u>reasonable</u> satisfaction...”</i>	NGET should be required to behave reasonably in confirming its satisfaction under this provision. This wording was agreed in the Keadby 3 DCO and NGET has provided no reasoning or justification for its deletion.	<i>NGET’s preferred protective provisions already include a requirement to act reasonably in paragraph 13(2). Therefore, the Applicant’s addition to paragraph is not required.</i>	No – it is the Applicant’s preferred drafting which is preceded in the Keadby 3 DCO.

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7(3) (removal of apparatus)	“...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...”	“...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 <u>in an endeavour</u> to obtain the necessary facilities and rights in the land...”	The purpose of this provision is to ensure that where the Applicant has sought to obtain the necessary facilities and rights pursuant to sub paragraph (2) but does not succeed, NGET will then attempt to do so. To weaken the obligation under this provision in the manner suggested by NGET would render this provision largely redundant since NGET could essentially decide not to take any steps in this regard. The Applicant's wording is standard and has extensive precedent, for example, in the DCOs for Drax Power Station (pg.73), Longfield Solar Farm (pg.100), and most relevantly Keadby 3 (pg.72).	The context of this paragraph is that the Applicant wishes to move NGET's apparatus. Where the Applicant wishes to do so for the benefit of its project, it should be up to the Applicant to obtain the necessary facilities and rights to allow this. The protective provisions should not oblige NGET to assist the Applicant, though it may in fact do so.	No – it is the Applicant's preferred drafting which is preceded in the Keadby 3 DCO.
9(5) (retained apparatus: protection)	“(b) may be given subject to such reasonable requirements as National Grid Electricity Transmission Plc may	Omit wording	See above in relation to definition of “apparatus”	See above in relation to definition of “apparatus”.	No – it is the Applicant's preferred drafting which is preceded in

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	<i>have in connection with the safe and efficient construction, commissioning, operation and maintenance of the Proposed NGET Projects; and”</i>				the Keadby 3 DCO.
9(5) (retained apparatus: protection)	<i>“(c) must not be unreasonably withheld.”</i>	<i>“(b) must not be unreasonably withheld <u>or delayed.</u>”</i>	NGET should not be able to unreasonably delay its approval under this provision. This wording was agreed in the Keadby 3 DCO and NGET has provided no reasoning or justification for its deletion.	Applicant drafting can be accepted.	No – it is the Applicant’s preferred drafting which is preceded in the Keadby 3 DCO.
9(8) (retained apparatus: protection)	<i>“Where National Grid Electricity Transmission Plc requires any protective works to be carried out by itself or by the undertaker”</i>	<i>“Where National Grid Electricity Transmission Plc requires any protective works to be carried out by itself or by the undertaker <u>pursuant to sub-paragraph (6)</u></i>	The Applicant’s amendment makes the scope of this provision clearer. It is appropriate for it to be read in conjunction with the preceding paragraphs so that it cannot be interpreted as authorising some additional or different process beyond that set out in the preceding paragraphs.	Applicant drafting can be accepted.	No – it is the Applicant’s preferred drafting which is preceded in the Keadby 3 DCO.

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9(8) (retained apparatus: protection)	<i>"...must be carried out to National Grid Electricity Transmission Plc's satisfaction prior to the commencement of any authorised development (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..."</i>	<i>... must be carried out to National Grid Electricity Transmission Plc's <u>reasonable</u> satisfaction prior to the commencement of any authorised development <u>specified works</u> (or any relevant part thereof)</i>	NGET should be required to behave reasonably in confirming its satisfaction pursuant to this provision. This provision therefore merely confirms and regularises the position across the Protective Provisions that behaviour should be reasonable. This provision should relate to specified works only (i.e. relevant works that may affect NGET apparatus) rather than any and all works carried out under the DCO (see above).	NGET's preferred protective provisions already include a requirement to act reasonably in paragraph 13(2). Therefore, the Applicant's addition to paragraph is not required in this regard. The change from "authorised" to "specified works" can be accepted.	Yes_
9(8) (retained apparatus: protection)	<i>"for which protective works are required and National Grid Electricity Transmission Plc shall give notice of its requirement for such works within 42 days..."</i>	<i>for which <u>the</u> protective works <u>in question</u> are required and National Grid Electricity Transmission Plc shall give notice of its requirement for such works within 42 days..."</i>	The Applicant's amendments make the scope of this provision clearer.	The Applicant's amendments are not required. The wording of the provision is already clear.	Yes
9(10) (retained apparatus: protection)	<i>"...in no case less than 56 days before commencing the execution of the authorised development, a new plan..."</i>	<i>"...in no case less than 56 days before commencing the execution of the authorised development <u>question</u>, a new plan..."</i>	This provision previously referred to "the specified works" rather than "the authorised development". In line with comments above, the Applicant	The Applicant's amendments are not required. The wording of the provision is already clear.	Yes

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			<p>considers this provision should apply specifically to the works that have the potential to affect NGET's apparatus, rather than any and all works carried out under the DCO. The Applicant is content to accept the change to "authorised development" provided "in question" is also included.</p>		
10(1) (expenses)	<p>"...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 <u>anticipated within the following three months or reasonably</u> and properly incurred by National Grid Electricity Transmission Plc..."</p>	<p>"...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 and properly incurred by National Grid Electricity Transmission Plc..."</p>	<p>It is unreasonable for NGET to require the Applicant to pay costs that have not actually been incurred by NGET. There is no clarity as to how such costs would be calculated and no mechanism is suggested by NGET for the repayment of any anticipated costs that are not actually incurred.</p>	<p>The principle of payment of anticipated costs is well established under protective provisions. There are some costs and expenses that NGET would reasonably be able to anticipate and provide invoices for, such as fee estimates.</p> <p>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 wording appears at paragraph 82(1) of Part 7 of Schedule 15 to the Springwell Solar Farm Order 2026, in the equivalent provision of the</p>	Yes

Paragraph / Provision	Statutory undertaker drafting	Applicant drafting	Applicant commentary	Statutory undertaker commentary	Statutory undertaker drafting included in Keadby 3 DCO?
				Fenwick Solar Farm Order 2026 and the Dogger Bank South DCO 2026, and, indeed, almost all DCOs. There is no reason to depart from that established formulation here.	
10(1) (expenses)	<i>“(a) any costs reasonably incurred...”</i>	<i>“(a) any costs reasonably <u>and properly</u> incurred...”</i>	Any costs to be paid by the Applicant should be both reasonably and properly incurred.	The Applicant's wording can be accepted.	Yes
11(1) (indemnity)	<i>“(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...”</i>	<i>“(a) bear and pay <u>within 14 days</u> of 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...”</i>	It is unreasonable for NGET to require the Applicant to pay on demand and the amendment provides a reasonable time period for the Applicant to pay NGET's invoices or claims.	This wording is included in protective provisions in favour of NGET in almost all DCOs. It is entirely reasonable to require payment on demand in circumstances where damage has been caused to NGET's apparatus by the Applicant's works.	No – it is the Applicant's preferred drafting which is preceded in the Keadby 3 DCO.
11(1) (indemnity)	<i>“(b) indemnify National Grid Electricity Transmission Plc for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or</i>	<i>“(b) indemnify National Grid Electricity Transmission Plc for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or</i>	This is excessively broad and the terms of NGET's transmission licence can be updated without any opportunity for recourse or challenge for the	Please see above comments in relation to STC Claims or an Incentive Deduction. Such provisions are required to protect the electricity transmission system.	No – only Network Code Claims are covered under Keadby 3, however as Keadby 3

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	<i>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.”</i>	<i>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.”</i>	undertaker which is not acceptable.		concerned the same protective provisions for both NGET and NGT, this addition is not relevant here.
11(3) (indemnity)	<i>“(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 Order pursuant to section 156 of the Planning Act 2008 or article 8 (consent to transfer benefit of Order) subject to the proviso that</i>	<i>“(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 Order pursuant to section 156 of the Planning Act 2008 or article 8 (consent to transfer benefit of the Order) subject to the proviso that once such</i>	The Applicant’s amendments make the scope of this provision clearer.	The Applicant's wording can be accepted.	Yes

Paragraph / Provision	Statutory undertaker drafting	Applicant drafting	Applicant commentary	Statutory undertaker commentary	Statutory undertaker drafting included in Keadby 3 DCO?
	<i>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...”</i>	<i>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...”</i>			
11(6) (indemnity)	<i>“(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</i>	<i>“(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</i>	The Applicant’s amendments are reasonably required to ensure that it has the appropriate documentation to understand how any potential claim has been mitigated or minimised by NGET. It is eminently reasonable, given the potential sums involved, that reasonable supporting documentation should be provided.	The Applicant's wording can be accepted.	No – it is the Applicant’s preferred drafting which is preceded in the Keadby 3 DCO.

Paragraph / Provision	Statutory undertaker drafting	Applicant drafting	Applicant commentary	Statutory undertaker commentary	Statutory undertaker drafting included in Keadby 3 DCO?
	<i>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.”</i>	<i>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, <u>together with reasonable supporting documentation as may be required by the undertaker.</u>”</i>			
11(7) (indemnity)	<i>“(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised 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</i>	<i>“(7) Not to <u>The undertaker must not</u> commence construction (and not to permit the commencement of such construction) of the authorised 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</i>	The Applicant’s amendments make the scope of this provision clearer.	The Applicant's wording can be accepted.	Yes

Paragraph / Provision	Statutory undertaker drafting	Applicant drafting	Applicant commentary	Statutory undertaker commentary	Statutory undertaker drafting included in Keadby 3 DCO?
	<i>Plc's apparatus until the following conditions are satisfied."</i>	<i>Transmission Plc's apparatus until the following conditions are satisfied."</i>			
11(8) (indemnity)	<i>"(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."</i>	<i>"(8) In the event that the undertaker fails to comply with 11 sub-paragraph (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."</i>	The Applicant's amendments make the scope of this provision clearer.	The Applicant's wording can be accepted.	No
13(1) (co-operation)	<i>"(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</i>	<i>"(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</i>	The Applicant's amendments make the scope of this provision clearer.	The Applicant's wording can be accepted.	No

Paragraph / Provision	Statutory undertaker drafting	Applicant drafting	Applicant commentary	Statutory undertaker commentary	Statutory undertaker drafting included in Keadby 3 DCO?
	<p><i>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."</i></p>	<p><i>apparatus under paragraph 9 (<u>retained apparatus: protection</u>), 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."</i></p>			
15 (arbitration)	<p><i>"15 Save for differences or disputes arising under paragraphs 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</i></p>	<p><i>"15 Save for differences or disputes arising under paragraphs 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</i></p>	<p>The Applicant's amendments make the scope of this provision clearer.</p>	<p>The Applicant's wording can be accepted.</p>	<p>No</p>

Paragraph / Provision	Statutory undertaker drafting	Applicant drafting	Applicant commentary	Statutory undertaker commentary	Statutory undertaker drafting included in Keadby 3 DCO?
	<i>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)."</i>	<i>must, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, be determined by arbitration in accordance with article [48] (arbitration)."</i>			
16 (notices)	<i>"16 Notwithstanding article [] (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."</i>	<i>"16 Notwithstanding article [46] (service of notices), any plans submitted to National Grid Electricity Transmission Plc by the undertaker pursuant to paragraph 9_ (retained apparatus: protection) 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."</i>	The Applicant's amendments make the scope of this provision clearer.	The Applicant's wording can be accepted.	No
17	<i>"17. Without limiting any other provision of this</i>	Omit wording	See above in relation to definition of "apparatus"	See above in relation to definition of "apparatus"	No

Paragraph / Provision	Statutory undertaker drafting	Applicant drafting	Applicant commentary	Statutory undertaker commentary	Statutory undertaker drafting included in Keadby 3 DCO?
(interaction with the proposed NGET asset)	<p><i>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></p> <p><i>(a) undertaking consultation with National Grid Electricity Transmission Plc on detailed design and programming of the authorised works, taking into account such reasonable representations as National Grid Electricity Transmission Plc may provide in relation to proposed plans and timetables ;</i></p> <p><i>(b) having regard to the anticipated programme of works for the Proposed</i></p>				

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	<p><i>NGET Projects and facilitating a co-ordinated approach to construction programming, land assembly, and the carrying out of the authorised works and the Proposed NGET Projects where reasonably possible;</i></p> <p><i>(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;</i></p> <p><i>(d) where possible, undertaking the placing of ducting or making provision for the Proposed NGET Projects;</i></p> <p><i>and (e) providing a point of contact for continuing liaison and co ordination throughout the construction and</i></p>				

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	<i>operation of the authorised works.”</i>				