



FAO: John Wheadon
Head of Energy Infrastructure Planning Delivery & Innovation
Department of Energy Security and Net Zero
3-8 Whitehall Place
London
SW1A 2AW

Your Ref: EN0110001

Our Ref: 2010002-81
Please quote this when replying

Date: 20 September 2026

Please ask
for: Catherine Knight
Direct Dial: [REDACTED]
E-mail: [REDACTED]@dwf.law

BY EMAIL TO:
keadbynextgeneration@planninginspectorate.gov.uk

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, Middlesbrough, TS2 1AH (together “**PD Ports**”), further to the request for information from the Secretary for State dated 4 September 2026 (“the **Request for Further Information**”) and the submission of the Keadby Next Generation Limited (“the **Applicant**”) dated June 2026 (Doc ref: 8.19) in relation to the application by the Applicant for an Order granting Development Consent (“**DCO**”) to enable the proposed Keadby Next Generation Power Station Project (“the **Proposed Development**”).
2. In response to the Request for Further Information, PD Ports provide below:
 - 2.1. An update to the ongoing land agreement negotiations with the Applicant in respect of access through the Keadby Wharf, the wider Keadby site and waterway (“**PD Ports site**”) and PD Ports services.
 - 2.2. Comments upon the submission of the Applicant in respect of the request by PD Ports for inclusion of Protective Provisions in the DCO.
 - 2.3. PD Ports’ Protective Provisions (clean and tracked), following a review of the Applicant’s submission.

Update on Engagement to date between PD Ports and the Applicant

3. 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 through the PD Ports site, waterway and PD Ports services. The parties held 'all parties' meetings in May and August 2026. Whilst progress was made between the parties in agreeing heads of terms to enter into a voluntary land agreement, a formal agreement has yet to be reached.
4. 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 to ensure the continued safe and efficient operation of PD Ports and its operations, including:
 - 4.1. Extent of the access area through PD Ports Properties Limited land;
 - 4.2. The sum and basis of the liability cap and related insurance; and
 - 4.3. The scope of retained CA powers despite entry into a voluntary agreement.
5. The lack of progress to resolve these material outstanding points leaves PD Ports exposed, as the DCO, if granted, will significantly interfere with the rights of operations of PD Ports at the PD Ports site and will adversely affect the continued safe and efficient operation of PD Ports.
6. PD Ports considers a voluntary agreement to be an appropriate way forward and will continue to engage with the Applicant. However recent communication indicates that the parties are not aligned on the extent of the access area, in particular, and PD Ports is concerned that an agreement may not be reached.

Protective Provisions

7. In light of the significant impact the Proposed Development will have on PD Ports operations and the PD Ports site, PD Ports respectfully seeks that the set of protective provisions be included in the DCO to protect the safe and efficient operation of the PD Ports Site (the "**Protective Provisions**"). Protective provisions sought in respect of the land and operations at the PD Ports Site undertaken by PD Ports must reflect the use of this land and the extent of the interference as a result of the Proposed Development.
8. As a matter of law, if the DCO remains as currently drafted the Applicant will have power to take temporary possession of the land. The Applicant will also have the right, consequent on the taking of temporary possession, to exclude other users, inclusive of PD Ports. There is no limitation to this and there is nothing in the wording of the DCO that suggests that the term "possession" as used in the DCO carries other than

its normal meaning. This will have a significant impact on PD Ports and the safe and efficient operation of the PD Ports site.

9. The Planning Act 2008 is clear that acquisition may only be authorised where the land is required for or to facilitate the Proposed Development, and where there is a compelling case in the public interest for the land to be acquire compulsorily.¹ This applies to both the temporary and permanent acquisition of rights. Where private rights are to be overridden such rights must be necessary and proportionate, regard must be given to the provisions of Article 1 of the First Protocol to the European Convention on Human Rights.²
10. All reasonable alternatives to such acquisition must be explored and exhausted. The burden rests firmly on the Applicant. This includes modifying the scheme to minimise land acquisition and making genuine attempts to acquire land by agreement. Land Agreements have not been agreed with the Applicant.
11. It is submitted that the Applicant has not been demonstrated that the full extent of the land area identified for the temporary haulage route is necessary and proportionate to its requirements (Doc ref: 2.3 V1, Work Plans, Work No. 9D). By its own admission, the Applicant has not undertaken the full assessments required to establish the land required and does not intend to do so for some time. Therefore, it is submitted that the test under the Planning Act 2008 is not and cannot be met, in the current circumstances. It would be unlawful to grant these rights in the current form, without the Protective Provisions as requested by PD Ports.
12. In the interests of reaching agreement, PD Ports has reviewed the Applicant's comments on the Protective Provisions and accepted a number of the proposed changes. Further draft Protective Provisions including such changes for inclusion in the DCO are **appended** to this letter as Appendix 1, with a tracked version against the Applicant's proposed provisions dated June 2026, as Appendix 2.
13. For the avoidance of doubt, PD Ports consider that the Protective Provisions are required and consequently request that these be included in the DCO as attached. PD Ports no longer remains confident that a commercial agreement will be forthcoming with the Applicant. The Protective provisions are requested to be included in the DCO to protect PD Ports' land, infrastructure, and operations. PD Ports remains concerned that without a voluntary agreement, the Proposed Development and authorisation of the exercise of the DCO's acquisition powers will significantly interfere with the safe and efficient operation of the PD Ports site.
14. The DCO powers provide the following security for PD Ports:

¹ Planning Act 2008 c.29, section 122.

² 'Planning Act 2008: Guidance related to procedures for the compulsory acquisition of land', Department for Communities and Local Government (2013), [Planning Act 2008: Guidance related to procedures for the compulsory acquisition of land](#).

- Ensure that the Applicants exercise of the powers granted under the DCO, for example, compulsory acquisition, temporary possession, site and wharf access, and street works do not interfere with apparatus, operations and access vital to the commercial operations at PD Ports site.
- Protect operational continuity and safety by requiring works to be planned and carried out so they do not disrupt the current commercial shipping and land arrangements at PD Ports site.
- Require notice, information and approval by PD Ports before specified works commence, often including plans, method statements and programmes to ensure works authorised under the DCO to enable the Proposed Development do not interfere with the safe and efficient operations of the PD Ports site.
- Preserve access and services at PD Ports site, including replacement access or apparatus before existing facilities are removed or interrupted.
- Allocate costs and liability, requiring the Applicant to fund protective works, stevedoring services, reimburse costs and indemnify PD Ports for specified losses or damage.
- Balance the private interests of the Applicant and PD Ports to enable the nationally significant project to proceed while limiting unnecessary harm to PD Ports as a statutory undertaker,³ infrastructure operators and landowner.
- Provide dispute-resolution machinery, commonly through arbitration.

15. In the present context, the proposed Protective Provisions are intended to ensure that use of PD Ports site and access routes by the Applicant does not compromise the safe and efficient continuation of PD Ports operations. The Protective Provisions are key to PD Ports in that the protection remains legally effective even if the parties do not complete a voluntary commercial agreement before the DCO is made.

16. PD Ports has clearly set out the arrangements which it considers necessary and proportionate in order to protect its operations and interests at the PD Ports site and remains hopeful that a voluntary agreement with the Applicant will be forthcoming.

Yours

A handwritten signature in dark ink, appearing to read 'DWF LLP'.

Catherine Knight
Legal Director
for DWF Law LLP

³ As noted in the Consultation Report at Appendix 9A (Doc Ref 5.1.2).

Appendix 1 – Proposed Protective Provisions for PD Ports

Keadby Next Generation Power Station Development Consent Order

PART 8

FOR THE PROTECTION OF PD PORTS

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

103. In this Part of this Schedule—

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

“alternative access” means appropriate alternative road access which enables PD Ports 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 existing road 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 PD Ports Properties Limited (company number 01336570) who registered address is 17-27 Queen’s Square, Middlesbrough, TS2 1AH; PD Port Services Limited (Company Number 01233997) and Associated Waterway Services Limited (1852005) all of 17-27 Queens Square, Middlesbrough, TS2 1AH or any successor body to its functions;

“PD Ports operations” means the port business, associated storage, waterway, road network and operations of PD Ports carried out upon the PD Ports site;

“the PD Ports site” means Keadby Wharf and site located at Keadby, Scunthorpe, England, DN17 3BN, and for the avoidance of doubt includes the land and property within the Order limits (identified in this Order as Plots 3-193 to 3-196, 3-199, 3-200, 3-203 and 3-204), vested in PD Ports; and

“works details” means, in respect of works to be undertaken within the PD Ports site and, in particular, Works No 9D and 9E:

- (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 107.

Regulation of powers

104. 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.

105. Any approval of PD Ports required under paragraph 104 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as PD Ports 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 and any other party operating within the PD Ports site to have reasonable access to the PD Ports operations and the PD Ports site.

Interference with apparatus and access

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

(2) The undertaker must ensure that PD Ports benefits from equivalent facilities and rights that it holds for the apparatus in respect of any alternative apparatus.

(3) If the temporary prohibition or restriction of use of streets under the powers conferred by article 12 (temporary restriction of use of streets) prevents the access to any apparatus or land, the undertaker shall ensure that PD Ports is able 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 PD Ports 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 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 acquisition of that right of access and ensure that PD Ports shall hold equivalent rights for that access in respect of the alternative access.

Works

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

108. No activities on the PD Ports site are to be commenced until the works details in respect of those works or activities submitted under paragraph 107 have been approved by PD Ports.

109. Any approval of PD Ports required under paragraph 108 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as PD Ports 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 and any other party operating within the PD Ports site to have reasonable access to the PD Ports site.

110. 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 108 and any requirements imposed on the approval under paragraph 109.

Costs and expenses

111. The undertaker must pay to PD Ports:

- (a) a cost agreed with PD Ports 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 in connection with the removal etc. of apparatus and the provision of alternative apparatus and the review and approval of any works details, pursuant to this Part of this Schedule.

Indemnity

112. If by reason of the authorised development there is any material damage or interruption to the PD Ports operations, the undertaker must:

- (a) pay the costs reasonably and properly incurred by PD Ports in making good such damage or restoring the PD Ports operations; and
- (b) make reasonable compensation to PD Ports for any other direct expenses, loss, damages, penalty or costs reasonably and properly suffered or incurred and documented by PD Ports, by reason of any such damage or interruption.

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

(2) PD Ports must use reasonable endeavours to mitigate and minimise any expenses, losses, damages, penalties or costs to which the indemnity under this paragraph applies. If requested to do so by the undertaker, PD Ports must provide an explanation of how the claim has been minimised or details to substantiate any claim pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph 112 for claims incurred by PD Ports.

Co-operation

113. The undertaker and PD Ports 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 of this Schedule.

Arbitration

114. Any difference or dispute arising between the undertaker and PD Ports under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and PD Ports, be determined by arbitration in accordance with article 48 (arbitration).



Appendix 2 – Comparison of PD Ports proposed Protective Provisions (September 2026) against Applicant proposed Protective Provisions (June 2026)

PART 8

FOR THE PROTECTION OF PD PORTS ~~PROPERTIES LIMITED~~

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

103. In this Part of this Schedule—

“apparatus” means any bollards, bridges, loading and offloading equipment, storage equipment, pipes, cables or other apparatus within the Order limits and belonging to or maintained by PD Ports ~~Properties Limited~~ which provides water, road, electricity or electronic communications to the PD Ports operations, ~~together with any replacement of that apparatus pursuant to this 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 existing road 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 operations” means the port business and operations carried out upon the PD Ports site;~~

“PD Ports ~~Properties Limited~~” means PD Ports Properties Limited (company number 01336570) who registered address is 17-27 Queen’s Square, Middlesbrough, TS2 1AH; PD Port Services Limited (Company Number 01233997) and Associated Waterway Services Limited (1852005) all of 17-27 Queens Square, Middlesbrough, TS2 1AH or any successor body to its functions;

“PD Ports operations” means the port business, associated storage, waterway, road network and operations of PD Ports carried out upon the PD Ports site;

“the PD Ports site” means Keadby Wharf and site located at Keadby, Scunthorpe, England, DN17 3BN, and for the avoidance of doubt includes the land and property within the Order limits (identified in this Order as Plots 3-193 to 3-196, 3-199, 3-200, 3-203 and 3-204), vested in PD Ports ~~Properties Limited~~; and

“works details” means, in respect of works to be undertaken within the PD Ports site and in particular, Works No 9D and 9E—:

- (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 107.

Regulation of powers

104. ~~The~~ Unless otherwise agreed in writing, the undertaker must not exercise the powers granted under this Order so as to ~~minimise, so far as reasonably practicable, any disruption to~~ hinder or prevent the PD Ports operations, or access to the PD Ports site without the prior written consent of PD Ports.

~~105. In exercising the powers granted under this Order in relation to the PD Ports site, the undertaker must have regard to such reasonable requests as PD Ports Properties Limited may make for—~~

105. Any approval of PD Ports required under paragraph 104 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as PD Ports 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.

Interference with apparatus and access

106.— (1) If, in the exercise of the powers conferred by this Order, the undertaker requires that any apparatus is removed, interrupted, severed or disconnected, that apparatus must not be removed, interrupted, severed or disconnected until details of any ~~necessary~~ 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 ~~reasonable~~ satisfaction of PD Ports ~~Properties Limited~~.

(2) The undertaker must ensure that PD Ports ~~Properties Limited~~ benefits from equivalent facilities and rights that it holds for the apparatus in respect of any alternative apparatus.

(3) If the temporary prohibition or restriction of use of streets under the powers conferred by article 12 (temporary restriction of use of streets) prevents the access to any apparatus or land, the undertaker shall ensure that PD Ports ~~Properties Limited~~ is able 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 PD Ports ~~Properties Limited~~ 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 ~~extinguish~~ temporarily or permanently acquire any right of road or water access which PD Ports ~~Properties Limited~~ 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 equivalent rights for that access in respect of the alternative access.

Works

107. Before commencing any activities on 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 more than 28 days from the day on which the works details are submitted under this paragraph, reasonably require.

108. ~~The~~ No activities on the PD Ports site ~~must be carried out in accordance with~~ are to be commenced until the works details in respect of those works or activities submitted ~~pursuant to under~~ paragraph 107 ~~and in accordance with such reasonable requirements as~~ have been approved by PD Ports ~~Properties Limited may specify in accordance with paragraph 109.~~

~~109. PD Ports Properties Limited may, within 28 days of the receipt of works details from the undertaker pursuant to paragraph 107, specify reasonable requirements for—~~

109. Any approval of PD Ports required under paragraph 108 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as PD Ports 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.

110. 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 108 and any requirements imposed on the approval under paragraph 109.

Costs and expenses

~~110~~ 111. The undertaker must pay to PD Ports ~~Properties Limited~~:

(a) a cost agreed with PD Ports 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 removal etc. of apparatus and the provision of alternative apparatus and the review and approval of any works details, pursuant to this Part of this Schedule.

Indemnity

~~111~~112.—~~(1)~~ If by reason of the authorised development there is any material damage or interruption to the PD Ports operations, the undertaker must—:

- (a) pay the costs reasonably and properly incurred by PD Ports ~~Properties Limited~~ in making good such damage or restoring the PD Ports operations; 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 PD Ports-~~Properties Limited~~, by reason of any such damage or interruption.

Nothing in sub-paragraph (a) or (b) imposes any liability on the undertaker with respect to any indirect or consequential loss of any third party or 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.

(2) PD Ports ~~Properties Limited~~ must use reasonable endeavours to mitigate and minimise any expenses, losses, damages, penalties or costs to which the indemnity under this paragraph applies. If requested to do so by the undertaker, PD Ports ~~Properties Limited~~ must provide an explanation of how the claim has been minimised or details to substantiate any claim pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph ~~111~~112 for claims ~~reasonably~~ incurred by PD Ports ~~Properties Limited~~.

Co-operation

~~112~~113. 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 of this Schedule.

Arbitration

~~113~~114. 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 48 (arbitration).

Summary report: Litera Compare for Word 11.16.1.3 Document comparison done on 18/09/2026 15:59:30	
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Table moves from	0
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