

Dated 6 October 2026

**APPLICATION BY EAST PYE SOLAR LIMITED FOR THE EAST PYE SOLAR DEVELOPMENT
CONSENT ORDER 202[x]**

PLANNING INSPECTORATE REFERENCE NUMBER: EN0110014

INTERESTED PARTY IDENTIFICATION NUMBER: [REDACTED]

WRITTEN REPRESENTATION
submitted on behalf of National Gas Transmission plc

1 Introduction

- 1.1 This written representation ("**Representation**") is submitted on behalf of National Gas Transmission plc ("**NGT**") in response to the application by East Pye Solar Limited ("**Applicant**") for the East Pye Solar Development Consent Order (the "**Order**") for the construction of the East Pye Solar Project (which will comprise a solar farm and battery energy storage system with associated infrastructure) defined in the draft Order (as submitted to the ExA in July 2026 [**REF AS-032**] (the "**Draft Order**")) as the "**Authorised Development**" and referred to herein as the "**Project**").

2 NGT infrastructure

- 2.1 As set out in NGT's relevant representation dated 9 June 2026 [**REF RR-1407**], NGT has an asset that forms an essential part of the national gas transmission network that falls within and in close proximity to, the Order limits. Namely, Feeder Main – FM05 – Yelverton to Stowmarket which is a high-pressure gas transmission asset (shown by a blue line on the plan at Appendix 1 (the "**NGT Assets Plan**") together with associated apparatus (including Cathodic Protection Groundbeds/Transformer Rectifier(s)) (the "**NGT Assets**") (plots: 16-003, 16-004, 15-009, 11-036, 06-003, 06-002, 05-049, 06-001 and 05-048).
- 2.2 Any interference with, damage to, or restriction of access to the NGT Assets would present an unacceptable risk to public safety and network integrity. Therefore, in respect of the NGT Assets (and any other NGT infrastructure located within the Order limits or in close proximity to the Project), NGT requires protective provisions ("**Protective Provisions**") to be put in place to ensure that:
- (a) all NGT interests and rights, including rights of access to the NGT Assets and any other NGT apparatus, are unaffected by powers of compulsory acquisition, temporary possession, and the grant and/or extinguishment of rights as set out in the Order; and
 - (b) appropriate protection for the NGT Assets and any other retained apparatus is maintained during construction, throughout operation of the Project and in relation to decommissioning of the same in accordance with the Protective Provisions, and the relevant safety standards as set out below.
- 2.3 NGT is disappointed that the Applicant has not engaged with NGT on the abovementioned Protective Provisions. NGT is aware that the Applicant is separately promoting the Lime Down Solar Project ("**LDS Project**"), and understands that the Applicant's intention is that the form of protective provisions currently under negotiation in respect of that project ("**Lime Down PPs**") will be mirrored for the purposes of the Project. NGT would note that the Lime Down PPs were not in agreed form at the close of the examination of the LDS Project, and that the Lime Down PPs that were included on the face of the final draft of the LDS Project order are themselves deficient in a number of material respects.
- 2.4 The form of Protective Provisions presently included within the Draft Order are also deficient in a number of regards and as such, are not acceptable to NGT. Consequently, NGT must therefore maintain its objection to the Order until the matter of the Protective Provisions is resolved to NGT's satisfaction.
- 2.5 The following sections of this Representation provide background and context regarding the need to secure Protective Provisions in a form acceptable to NGT on the face of the Order.

3 NGT Regulatory Framework and Property Issues

- 3.1 Relevant guidance in respect of standards and protocols for working in the vicinity of high pressure gas pipelines applies in the form of the *National Gas Transmission Guidance for Safe Working in the vicinity of High Pressure Pipelines T/SP/SSW/22* which is aimed at parties carrying out work in the vicinity of high pressure gas pipelines and associated installations and is provided to ensure that those planning and undertaking work take appropriate measures to prevent damage to those pipelines/installations.
- 3.2 The requirements in T/SP/SSW/22 are in accordance with *IGEM (Institution of Gas Engineers and Managers) technical standard IGEM/SR/18 Edition 3 – Safe Working Practices to Ensure the Integrity of Gas Pipelines and Associated Installations* and HSE's guidance document *HS(G) 47 Avoiding Danger from Underground Services*.
- 3.3 Due to the interaction between the NGT Assets and the Project (as shown on the NGT Assets Plan) there is a significant risk of increased electrical interference with transmission pipelines, traffic loading and pipeline vibrations during construction of the Project. These significant risks have the potential to result in safety limits being breached.
- 3.4 NGT therefore requires specific electrical impact assessments to fully evaluate the risks posed by the Project.

4 Property Issues

- 4.1 Maintaining necessary and appropriate property rights in relation to the NGT Assets, to ensure the safety and integrity of the gas transmission network, and protecting those rights from compulsory acquisition and/or interference, and/or overriding or extinguishment pursuant to the Order, is a fundamental concern for NGT.
- 4.2 Insufficient property rights would have the following safety implications for the NGT Assets:
 - (a) inability for qualified personnel to gain access to the NGT Assets for the purpose of their inspection, maintenance and repair;
 - (b) risk of strike to the buried NGT Assets if development occurs within the NGT easement zone (which is shown shaded green on the NGT Assets Plans) which seeks to protect such buried Assets; and
 - (c) risk of inappropriate development within the vicinity of the NGT Assets, thereby increasing the risk of unacceptable electrical interference with transmission pipelines (which may be continuous and cumulative, requiring compliance with applicable standards, protective controls, and monitoring which must be in place for the full operational life of the development to ensure ongoing pipeline integrity and statutory compliance), the risk of damage to the Assets and to the integrity of the gas transmission network as a whole.
- 4.3 NGT requires its standard form of Protective Provisions (the "**NGT Protective Provisions**") (which have been commercially assessed and deemed necessary for the adequate protection of NGT's Assets) to be included on the face of the Order to ensure that the NGT Assets and associated property interests are adequately protected, and to ensure compliance with relevant safety standards. We include a copy of the NGT Protective Provisions at Appendix 2.

5 Protective Provisions

- 5.1 NGT seeks to protect its statutory undertaking by insisting that, in respect of connections and work in close proximity to its apparatus (including but not limited to the NGT Assets) as part of the Project, the following procedures are complied with by the Applicant:
- (a) NGT controls the plans, methodology and specification for works within 15 metres of any apparatus (or any works which may in any way adversely affect any such apparatus); and
 - (b) works in the vicinity of NGT's apparatus, are not authorised or commenced unless Protective Provisions are in place preventing compulsory acquisition of NGT's land or rights or the overriding or extinguishment of, or other interference with, the same. Any acquisition of rights must be subject to NGT's existing interests and rights and must not contradict with or cut across such rights, including pipeline easements restricting development.
- 5.2 In particular, NGT has concerns arising from the nature of the Project as solar photovoltaic installations can cause significant risk to the NGT Assets (see Appendix 3 in this regard) and appropriate steps must be taken to ensure that these are mitigated. The identified risks arising from the Project include electrical interference, construction loading, vibration and access constraints, all of which are inherent risks in a development of the scale and nature of the Project.

Consistency

- 5.3 Notwithstanding the merits of the NGT Protective Provisions, it is important when operating a large network that the legal framework within which operatives must work is largely the same. It is impossible to operate a large network with the efficiency that bill-payers are entitled to expect if operatives are required to check the exact terms of any relationship with third parties each time they carry out an activity. Therefore, an efficient operator should seek to keep the terms of such relationships the same. It is for this reason that NGT seeks to achieve (1) consistency of terms; and (2) consistency of process through the NGT Protective Provisions.
- 5.4 NGT also seeks to keep the Protective Provisions for all Development Consent Orders broadly the same as the provisions which govern the legal relationship between NGT and landowners, and developers generally.

6 Deficiencies in the Protective Provisions included within the Draft Order

- 6.1 NGT considers that the Protective Provisions that have been included within the Draft Order are deficient in a number of respects, with the key areas of disagreement being as set out below:

Security and Insurance (see definitions of 'acceptable security' and 'acceptable security' at paragraph 2 of the NGT PPs, and corresponding paragraph 47 of Part 5 of Schedule 14 of the Draft Order)

- 6.2 The definitions of "acceptable insurance" and "acceptable security" in the Draft Order include the words "*or such lower amount as approved by National Gas*" in connection with the fixed minimum levels of insurance and security cover (being £50,000,000), with the intention that a lower level of acceptable insurance and/or acceptable security can be agreed between the

Applicant and NGT in connection with the Project at a later date.

- 6.3 NGT's position is that the stated £50 million represents the minimum appropriate level of insurance and security cover required in connection with development in close proximity to its assets, having due regard to the criticality of its assets and the risks identified in connection with solar developments (such as the Project) (as set out at Appendix 3). It is therefore not appropriate to include a mechanism in the Protective Provisions for agreeing a reduced amount of insurance or security within the PPs (noting that the function of acceptable security is to address any uninsured or uninsurable gaps in the insurance cover and to ensure that NGT is protected in the event of insurer insolvency, as such a reduction in either the insurance or the security is accordingly not acceptable).
- 6.4 Additionally, the definition of 'acceptable insurance' needs to be updated to specify that the same is required to be in place in connection with the decommissioning of the Project, as the risks arising during decommissioning of the Project will be similar in nature to those that will be inherent in construction of the Project (and are if anything greater, as demolition is generally undertaken with less precision, care and control than construction).

Acquisition of land (see paragraph 6(2) of the NGT PPs, and corresponding paragraph 51(2) of Part 5 of Schedule 14 of the Draft Order)

- 6.5 Where NGT agrees that the Project may conflict with, breach, or otherwise interfere with any of NGT's existing easements or interests in respect of apparatus laid or erected in land belonging to or secured by the Applicant (noting that there is an absolute prohibition on such interference in the absence of express agreement by NGT), the NGT Protective Provisions require the Applicant to (i) enter into deeds of consent replacing or varying those rights on terms no less favourable to NGT overall, and (ii) procure any necessary third-party consents or participation to give effect to those arrangements. The Applicant has proposed that limb (ii) of this obligation is subject to a "reasonable endeavours" caveat.
- 6.6 NGT's position is that the function of this wording is to clarify that the responsibility for securing any such third party consents sits squarely with the Applicant, and as such this qualification is not acceptable, for the following reasons:

- (a) if the Applicant cannot secure the necessary third-party consents despite reasonable endeavours, NGT could be left with less favourable arrangements and no fallback mechanism. There is a resulting risk that NGT could be impaired in its ability to retain, access and maintain the NGT Assets, and consequently its ability to manage and operate its statutory undertaking in a safe and efficient manner. That is not a position that NGT can accept; and
- (b) in practice, the Applicant would need to identify which (if any) third-party consents are needed to secure appropriate alternative arrangements for NGT, and to secure the same (potentially on a conditional basis) before NGT would agree to any extinguishment or interference, rather than leaving this to a reasonable endeavours effort after the event.

Retained apparatus: timescale for approval of works plans (see paragraph 9(4) of the NGT PPs, and corresponding paragraph 52(4) Part 5 of Schedule 14 of the Draft Order)

- 6.7 The Applicant has sought a fixed 42 day period within which NGT must respond to requests for

approval of plans, sections, and descriptions of works under the NGT Protective Provisions.

- 6.8 NGT can agree a period of 56 days for approval of plans, which is consistent with the minimum timeframe within which the Applicant must submit plans for approval, with this timeframe being subject to the works plans in question being accompanied by a sufficiently detailed method statement to allow NGT to properly assess the application, and also subject to an appropriate extension of time in the case of an anticipated delay to plan approval by reason of an emergency. The NGT Protective Provisions contain drafting to reflect this.

Clarificatory amendments

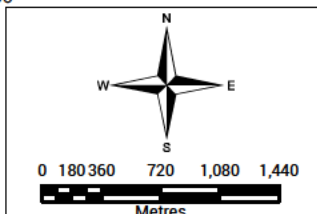
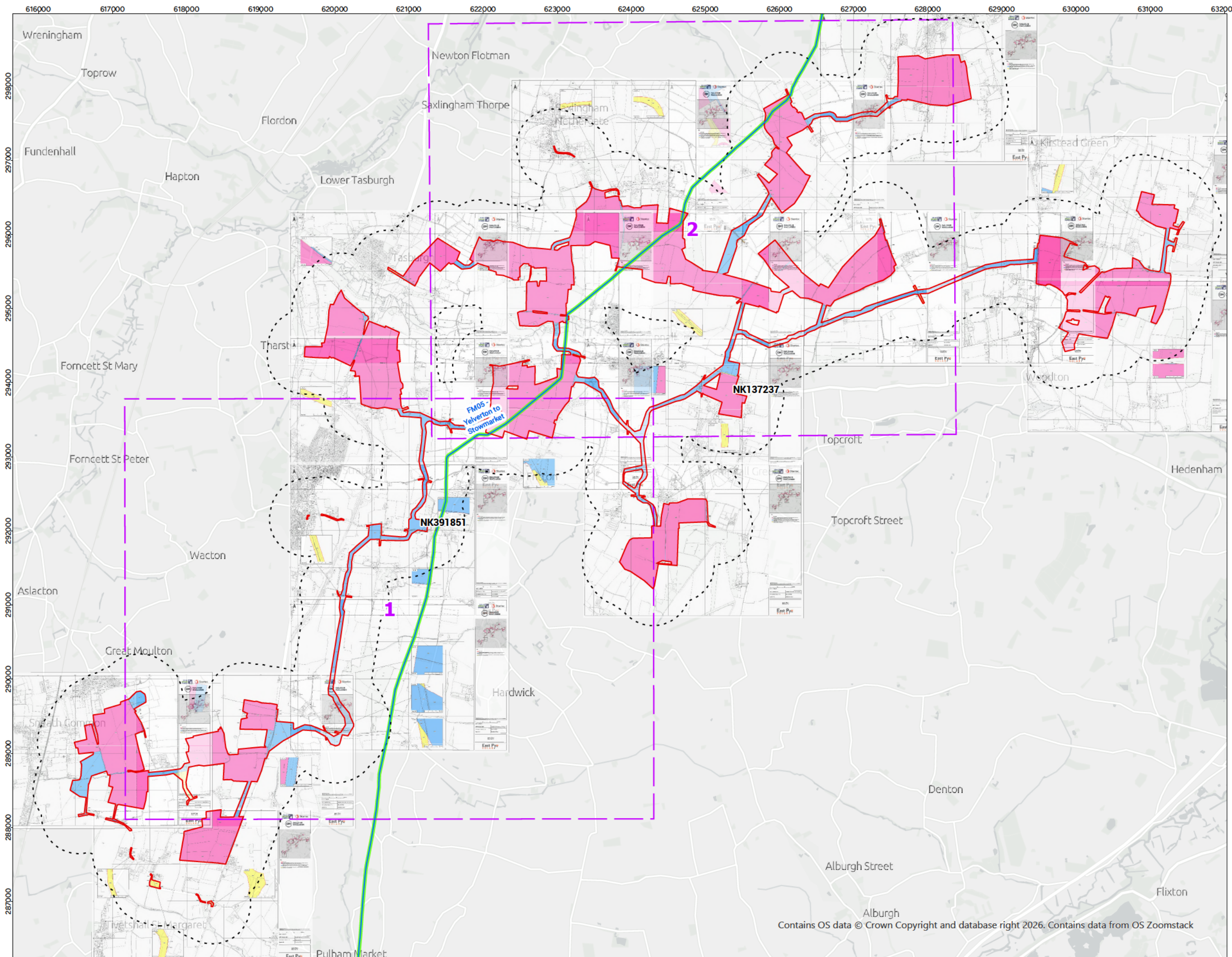
- 6.9 The Protective Provisions included in the Draft Order also contain a number of 'clarificatory' amendments and drafting amendments that deviate from the wording of the NGT's Protective Provisions and would, in some instances, dilute the protection afforded to NGT under the Protective Provisions. NGT's position is that these changes introduce unnecessary deviation from NGT's standard form Protective Provisions and would interfere with NGT's need (detailed at paragraphs 5.3 and 5.4 above) to retain consistency regarding the Protective Provisions that it agrees across all of the DCO projects that it is impacted by, and thus increases the likelihood of disputes arising across its national network. Therefore, amendments of this nature are not acceptable.

7 Status of negotiations

- 7.1 As discussed above, NGT has not received any substantive engagement from the Applicant on the Protective Provisions, despite NGT's attempts to enter into negotiations on this matter.
- 7.2 Until satisfactory Protective Provisions are included on the face of the Order, NGT must continue to **object** to the application for the Order and reserves its right to make further submissions to the ExA at a later date, including appearance at and participation in Compulsory Acquisition and/or Issue Specific Hearings to address the required format of the Protective Provisions and any necessary amendment to the Order. NGT also reserves the right to provide further written information in support of any detailed issues remaining in dispute between the parties at that stage.

APPENDIX 1

NGT Assets Plan

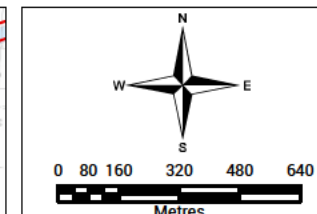
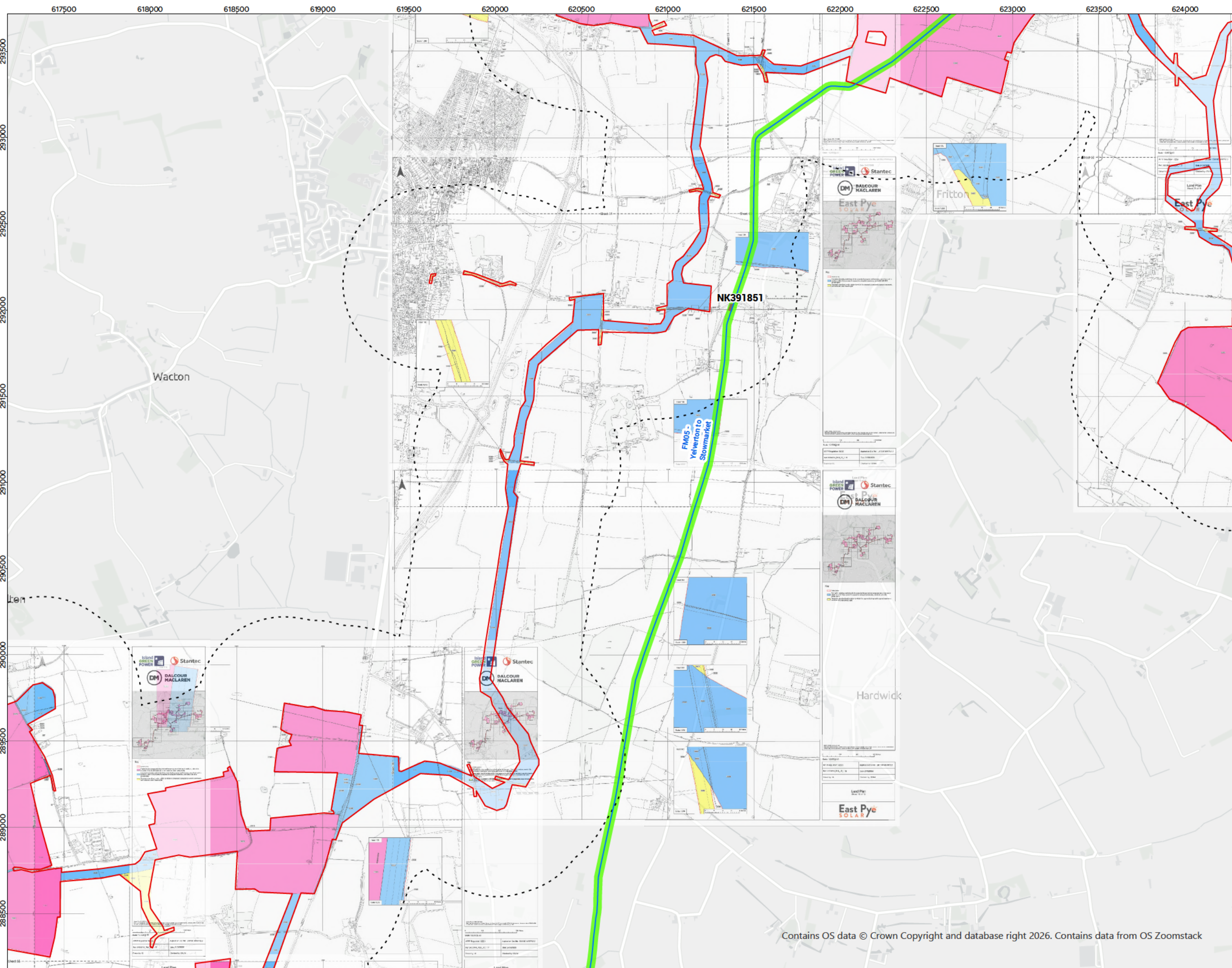


OVERVIEW WINDOW

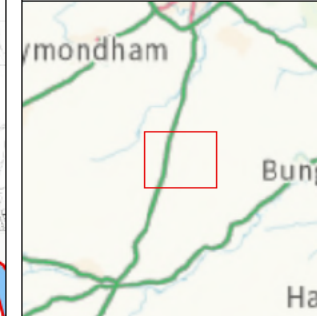


- LEGEND:
- NGT Pipeline
 - Site Boundary
 - Site Boundary 500m Buffer
 - NG Freeholds
 - Plan Extent
 - Easement

REVISION: C
 CLIENT national gas
 SCHEME: East Pye Solar
 TITLE: Interaction Plan
 FP: 105189-001
 SCALE: 1:46,000 @ A3
 DATE: 19/05/2026
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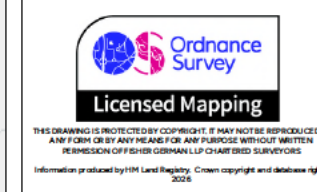


OVERVIEW WINDOW



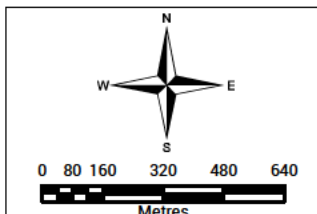
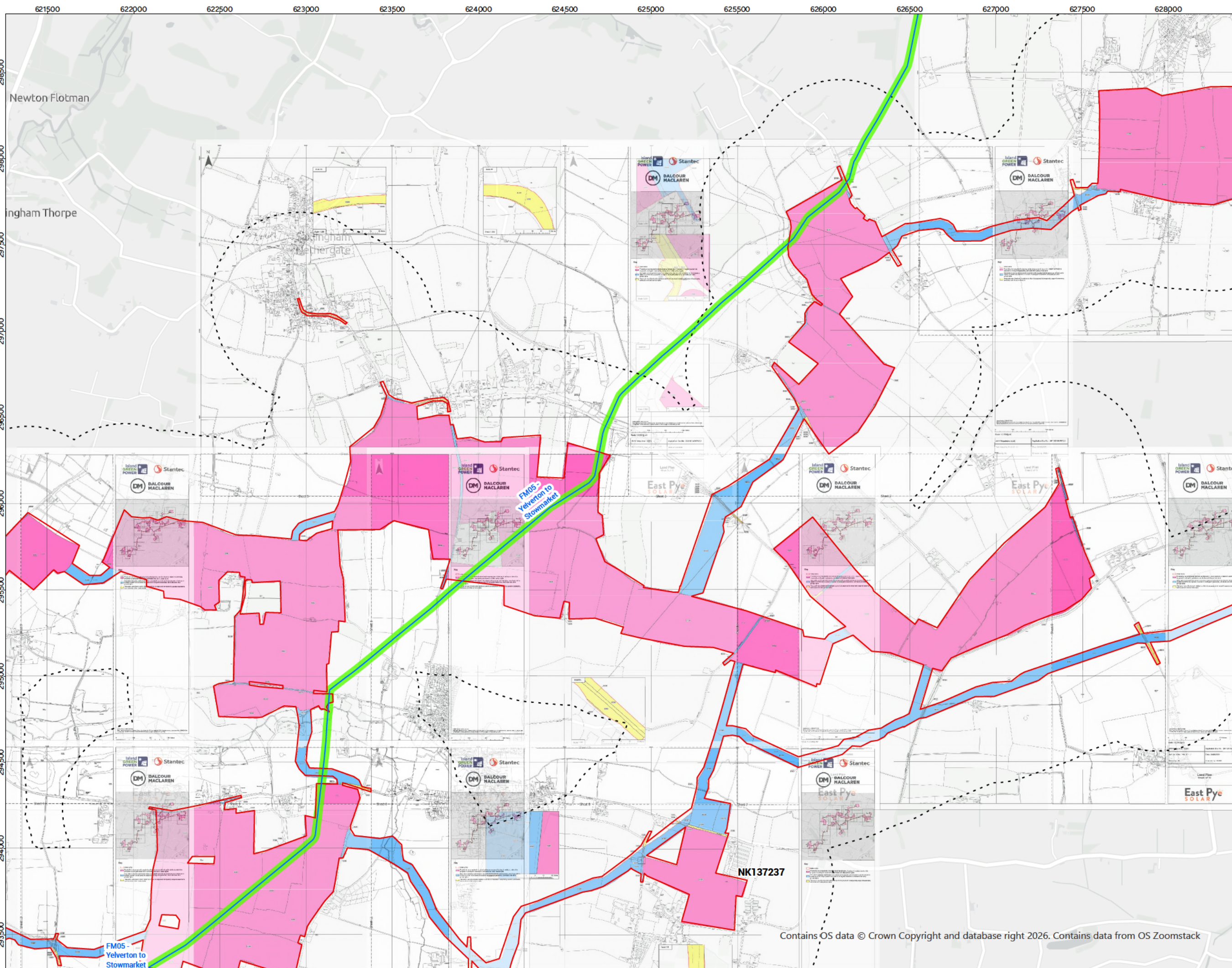
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REVISION: C
CLIENT national gas
SCHEME:
East Pye Solar
TITLE:
Interaction Plan
FP: 105189-001
SCALE: 1:20,000 @ A3
DATE: 19/05/2026
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DRAWING REF:
NGT-2026-01-AF-IP-East Pye Solar-1



- LEGEND:**
- NGT Pipeline
 - Site Boundary
 - Site Boundary 500m Buffer
 - NG Freeholds
 - Easement

REVISION: C
CLIENT national gas
SCHEME: East Pye Solar
TITLE: Interaction Plan
FP: 105189-001
SCALE: 1:20,000 @ A3
DATE: 19/05/2026

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APPENDIX 2

NGT Protective Provisions

NATIONAL GAS TRANSMISSION PLC

SCHEDULE [●] PROTECTIVE PROVISIONS

PART [●] FOR THE PROTECTION OF NATIONAL GAS TRANSMISSION PLC AS GAS UNDERTAKER

Application

1.(1) For the protection of National Gas as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Gas.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Gas, where the benefit of this Order is transferred or granted to another person under article [37] (*consent to transfer benefit of Order*) –

(a) any agreement of the type mentioned in subparagraph (1) has effect as if it had been made between National Gas and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to National Gas on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Gas (but without prejudice to paragraph 11(3)(b)).

Interpretation

2. In this Part of this Schedule—

“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than: (i) “A-” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and “A3” if the rating is assigned by Moody’s Investors Services Inc.;

“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker or its contractor, with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event, provided that where the undertaker’s contractor has effected the said insurance the undertaker shall remain responsible for ensuring that the same is in place and maintained as required in accordance with the relevant requirements set out in this Part of this Schedule. Such insurance must be maintained (a) during the construction period of the authorised works; (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 and (c) in connection with the decommissioning of the authorised works, such insurance must be arranged with an insurer whose security/credit rating meets the same requirements as an “acceptable credit provider”, such insurance shall include (without limitation):

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Gas; and

(b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than

£10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;

“acceptable security” means either:

(a) a parent company guarantee from a parent company in favour of National Gas to cover the undertaker’s liability to National Gas to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Gas and where required by National Gas, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of National Gas to cover the undertaker’s liability to National Gas for an amount of not less than £10,000,000.00 (ten million pounds) per asset per event up to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Gas);

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Gas to enable National Gas to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any mains, pipes or other apparatus belonging to or maintained by National Gas for the purposes of gas supply, together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Gas 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;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 (interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“commence” and “commencement” has the same meaning as in article 2 (interpretation) of this Order save that for the purposes of this Part of this Schedule shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Gas (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Gas’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Gas, including to construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Gas” means National Gas Transmission plc (Company Number 02006000) whose registered office is at National Grid House, Warwick Technology Park, Gallows Hill, Warwick,

CV34 6DA or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

“Network Code” means the network code prepared by National Gas pursuant to Standard Special Condition A11(3) of its Gas Transporter’s Licence, which incorporates the Uniform Network Code, as defined in Standard Special Condition A11(6) of National Gas’s Gas Transporters Licence, as both documents are amended from time to time;

“Network Code Claims” means any claim made against National Gas by any person or loss suffered by National Gas under the Network Code arising out of or in connection with any failure by National Gas to make gas available for off take at, or a failure to accept gas tendered for delivery from, any entry point to or exit point from the gas national transmission system as a result of the authorised works or any costs and/or expenses incurred by National Gas as a result of or in connection with, it taking action (including purchase or buy back of capacity) for the purpose of managing constraint or potential constraint on the gas national transmission system which may arise as a result of the authorised works;

“parent company” means a parent company of the undertaker acceptable to and which shall have been approved by National Gas acting reasonably;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which:

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus, including where the removal of such apparatus has been required by the undertaker under paragraph 7(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; and/or

(c) includes any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 National Gas's policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Gas, High pressure Gas pipelines and associated installation requirements for third parties”.

On Street Apparatus

3. Except for paragraphs [●] (*apparatus of National Gas in closed or restricted streets*), [●] (*retained apparatus: protection*), [●] (*expenses*) and [●] (*indemnity*) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Gas, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Gas are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Gas in closed or restricted streets

4.—

(1) (2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 12 (*temporary closure, restriction or prohibition of use of streets and public rights of way*), National Gas is at liberty at all times to take all necessary access across any such closed or restricted highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the closure or restriction was in that highway.

Protective works to buildings

5.

The undertaker, in the case of the powers conferred by article 19 (*protective works to buildings*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Gas.

Acquisition of land

6.

(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not

(a) appropriate or acquire or take temporary possession of any land or apparatus belonging to National Gas; or

(b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Gas otherwise than by agreement.

otherwise than by agreement (such agreement not be unreasonably withheld or delayed)-

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Gas and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of, or extinguish, any easement or other land or legal interest of National Gas or affect the provisions of any enactment or agreement regulating the relations between National Gas and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Gas reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Gas and the undertaker acting reasonably, so as to secure easements or other land or legal interests for National Gas rights which are no less favourable on the whole than, those conflicted with, breached or extinguished, unless otherwise agreed by National Gas, and it will be the responsibility of the undertaker to procure and/or secure the consent of, and/or entry into of such deeds and variations by, all other third parties with an interest in the land at that time who are affected by such authorised works, to the extent necessary to facilitate and secure any such easements or other land or legal interests for National Gas.

(3) Save where otherwise agreed in writing between National Gas and the undertaker the undertaker and National Gas agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Gas and/or other enactments relied upon by National Gas as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by National Gas under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

7.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Gas to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Gas in accordance with sub-paragraph (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in

that land, it must give to National Gas advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Gas reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Gas to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Gas may, 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 in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Gas to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Gas and the undertaker.

(5) National Gas must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Gas of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Gas facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Gas and must be no less favourable on the whole to National Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Gas.

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter may be referred to arbitration in accordance with paragraph 15 (*Arbitration*) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Gas as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of gas undertaker

9.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Gas a plan and, if reasonably required by National Gas, a ground monitoring scheme in respect of those works.

(2) In relation to specified works the plan to be submitted to National Gas under sub-paragraph (1) must include a sufficiently detailed method statement and describe, to National Gas's satisfaction —

- (a) the exact position of the works;

- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until National Gas has given written approval of the plan so submitted.

(4) Any approval of National Gas required to be obtained under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (6);
- (b) must not be unreasonably withheld;
- (c) must be given or refused by National Gas (by way of written notice providing reasons in the event of refusal) within 56 days of receipt of the plan to be provided under sub-paragraph (1) (which must include a sufficiently detailed method statement as required by sub-paragraph (2)), save in the case of an emergency, in which case National Gas must notify the undertaker of the occurrence of an emergency event as soon as practicable, and the parties shall (both acting reasonably) agree an extension to the said 56 day period.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, National Gas may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under sub-paragraphs (1) or (2) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub paragraph (5), as approved or as amended from time to time by agreement between the undertaker and National Gas and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by National Gas for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Gas will be entitled to watch and inspect the execution of those works.

(7) Where National Gas requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Gas' satisfaction prior to the commencement of any specified works for which protective works are required and National Gas must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If National Gas in accordance with sub-paragraphs (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Gas notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and comply with sub paragraph (11) at all times;

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with National Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Gas, High pressure Gas pipelines and associated installation

requirements for third parties T/SP/SSW22” and HSE’s “HS(~G)47 Avoiding Danger from underground services”.

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that National Gas retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 10.

Expenses

10.(1) Save where otherwise agreed in writing between National Gas and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Gas within 30 days of receipt of an itemised invoice or claim from National Gas all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Gas in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Gas in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Gas as a consequence of National Gas;
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3); or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Gas;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 15 (*arbitration*) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Gas by virtue of sub-paragraph (1) will

be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Gas in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Gas any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Gas, or there is any interruption in any service provided, or in the supply of any goods or energy, by National Gas, or National Gas becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from National Gas the cost reasonably and properly incurred by National Gas in making good such damage or restoring the supply; and
- (b) indemnify National Gas for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Gas, by reason or in consequence of any such damage or interruption or National Gas becoming liable to any third party and including Network Code Claims other than arising from any default of National Gas.

(2) The fact that any act or thing may have been done by National Gas on behalf of the undertaker or in accordance with a plan approved by National Gas or in accordance with any requirement of National Gas or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Gas fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of-

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Gas, its officers, servants, contractors or agents;
- (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Gas as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 8 (*consent to transfer benefit of Order*) subject to the proviso that 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; and/or

- (c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable;

(4) National Gas must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) National Gas must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Gas 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 Gas'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 Gas's control and if reasonably requested to do so by the undertaker National Gas must provide an explanation of how the claim has been minimised, where relevant.

(7) The undertaker must not commence construction (or permit the commencement of such construction) of the authorised works or operate any of the authorised works on any land owned by National Gas or in respect of which National Gas has an easement or wayleave for its apparatus or any other interest, or to carry out or operate any of the authorised works within 15 metres of National Gas's apparatus unless and until the following conditions are satisfied:

- (a) National Gas is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security, (and has also provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Gas has confirmed the same to the undertaker in writing; and
- (b) National Gas is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance, and has also provided evidence to National Gas that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Gas has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with Paragraph 11(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Gas from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

12. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Gas and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Gas in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

13.(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Gas requires the removal of apparatus under paragraph 7(2) or National Gas makes requirements for the protection or alteration of 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 Gas's undertaking and National Gas shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Gas'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.

Access

14. If in consequence of the agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Gas to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

15. Save for differences or disputes arising under paragraph 7(2), 7(4) 8(1) and 9 any difference or dispute arising between the undertaker and National Gas under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Gas, be determined by arbitration in accordance with article 44 (*arbitration*).

Notices

16. Notwithstanding article 46 (*service of notices*), any plans submitted to National Gas by the undertaker pursuant to paragraph 9 must be submitted using the LSBUD system (<https://lsbud.co.uk/>) or such other address as National Gas may from time to time appoint instead for that purpose and notify to the undertaker in writing.

APPENDIX 3

Risk of Solar Development in relation to Gas Pipelines

There are specific technical risks posed by solar photovoltaic development in the vicinity of high pressure gas transmission pipelines (i.e. the NGT Assets), which are set out (by way of high level summary) below:

Stray current corrosion

1. The NGT Assets are constructed of carbon steel and are protected from corrosion by an external coating, which can degrade over time and be damaged by contact with stones and other material in the ground, exposing the underlying steel. To protect against corrosion of the pipeline (which could lead to a loss of containment) in the event of damage to the coating, NGT applies cathodic protection to the pipeline, maintaining it at a more negative electrical potential than the surrounding ground so that, in the event of any damage to the coating, the imposed current preferentially flows to ground, preventing corrosion of the pipeline material.
2. The introduction of a large number of new electrical assets and cables in proximity to the NGT Assets, as would occur in a solar development of this scale, increases the risk of stray earth currents, which can cause leakage of current and accelerate corrosion at any point where the pipeline's coating is compromised. This risk is continuous and cumulative throughout the operational life of the Project and is not limited to the construction and maintenance phases.
3. The extent to which stray currents travel is affected by soil conditions, which demonstrates the unpredictability of such risks. In periods of high soil moisture or a high water table, stray currents can travel considerable distances, potentially well beyond the pipeline easement, whereas dry conditions tend to reduce their reach. As such, the nature of this risk is that it is variable and unpredictable.

Fire risk from electrical faults

4. A further risk arises from cabling associated with the Project as cables carrying alternating current can, in the event of a fault, overheat, and NGT is aware of instances in which such faults have resulted in fires. This risk is present for as long as the electrical infrastructure remains in situ and operational. A fire of this kind occurring in proximity to the NGT Assets could adversely affect them directly, or could raise sufficient concern as to the integrity of the pipeline that NGT is required to reduce its operating capability or take it out of service pending investigation and repair.

Loss of containment

5. In the event of a loss of containment (“LoC”) on the pipeline, which could arise in the event that any of the risks set out at paragraphs above come to fruition, NGT would recommend to the Emergency Services that a safety cordon be put in place around the affected area to ensure the safety of the public and emergency services personnel in the event of the leak igniting, isolate the pipeline and depressurise it before remediation works could take place. Taking a conservative view of a 3 inch equivalent diameter hole in the pipeline (which typically operates at 70 barg and up to 75 barg), the outer cordon distance (the area outside of which there is no risk of injury from thermal radiation even without any specialist personal protective equipment) would be 214 metres, rising to 419 metres for a 6 inch equivalent diameter hole, and up to 609

metres in the case of a full bore failure. The corresponding inner cordon distances (the area within which thermal radiation levels are such that only fire service personnel would enter to facilitate a 'snatch' rescue and only when wearing specialist protective equipment) are 26 metres, 84 metres, and 288 metres respectively. A LoC event of this kind would require excavation works to remediate, and, in the case of a more serious failure, cutting out and re-welding sections of pipeline. As such a LoC would be reportable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR), the HSE will require an investigation to be undertaken to establish the cause of the failure and any broader risks which may occur and this may result in prosecution. This risk exists throughout the operational life of the Project.

Dated 6 October 2026

**APPLICATION BY EAST PYE SOLAR LIMITED FOR THE EAST PYE SOLAR
DEVELOPMENT CONSENT ORDER 202[x]**

PLANNING INSPECTORATE REFERENCE NUMBER: EN0110014

INTERESTED PARTY IDENTIFICATION NUMBER: [REDACTED]

SUMMARY OF WRITTEN REPRESENTATION

submitted on behalf of National Gas Transmission plc

1. Introduction

- 1.1. This document summarises the written representation ("**Representation**") submitted on behalf of National Gas Transmission plc ("**NGT**") regarding the application by East Pye Solar Limited ("**Applicant**") for the development consent (the "**Order**") for the East Pye Solar Development (the "**Project**").

2. NGT infrastructure and the need for the Protective Provisions

- 2.1. NGT's Feeder Main – FM05 – Yelverton to Stowmarket, a high-pressure gas transmission asset, together with associated apparatus (the "NGT Assets", which are shown on the plan at Appendix 1 to the Representation), falls within and in close proximity to the Order limits.
- 2.2. Aside from damage to the NGT Assets that could occur during the construction, maintenance and decommissioning of the Project, the operation of solar photovoltaic development gives rise to specific technical risks to buried high-pressure pipelines (such as the NGT Assets), including stray current corrosion, fire risk from electrical faults, and loss of containment. These risks are set out further at Appendix 3 to the Representation.
- 2.3. Any interference with, damage to, or restriction of access to the NGT Assets would present an unacceptable risk to public safety and to the integrity of the national gas transmission network. NGT accordingly requires that the Protective Provisions ensure that its interests and rights are not adversely affected by powers of compulsory acquisition, temporary possession, the grant or extinguishment of rights under the Order or the carrying out of the works pursuant to the Order, and that appropriate protection is maintained during construction, operation and decommissioning of the Project.
- 2.4. A copy of NGT's required form of Protective Provisions are appended to the Representation at Appendix 2.

3. Status of engagement

- 3.1. NGT has not received substantive engagement from the Applicant on the Protective Provisions, notwithstanding NGT's attempts to enter into negotiations.
- 3.2. NGT understands that the Applicant intends to mirror the protective provisions under negotiation for its separate Lime Down Solar Project, but notes that those provisions were not in agreed form at the close of that project's examination and therefore are deficient in a number of material respects.

4. Key deficiencies in the Protective Provisions included in the draft Order

- 4.1. NGT's position is that the Protective Provisions presently included in the draft Order (as submitted to the ExA in July 2026 [REF AS-032] (the "**Draft Order**")) are deficient in the following key areas:

4.1.1.**Security and insurance:** the Protective Provisions in the Draft Order introduce the possibility of a lower level of acceptable insurance and/or security than the fixed minimum of £50,000,000 to be agreed between the parties at a later date. NGT's position is that this minimum level of cover is necessary given the criticality of the NGT Assets and the risks identified in connection with solar development. Therefore, no mechanism for a reduced amount is appropriate.

The definition of acceptable insurance should also be updated to extend the requirement for the same to be in place expressly in connection with the decommissioning of the Project to ensure that the NGT Assets are adequately protected;

4.1.2.**Acquisition of land:** the Applicant has proposed that its obligation to procure third-party consents needed to give effect to replacement or varied rights in NGT's favour (where NGT agrees to allow interference or extinguishment of existing interests in connection with the Project) be subject to a "reasonable endeavours" caveat. NGT's position is that this qualification is not acceptable, as it could leave NGT with less favourable arrangements and no fallback mechanism if such consents cannot be secured;

4.1.3.**Timescale for approval of works plans:** the Applicant has sought a fixed 42-day period for NGT to approve plans. NGT can agree to approve plans within 56 days subject to the receipt of a sufficiently detailed method statement, and provided that there is an appropriate extension in the case of emergency; and

4.1.4.**Clarificatory amendments:** the Draft Order contains further drafting amendments which deviate from NGT's standard form protective provisions and would, in some instances, dilute the protection afforded to NGT. These amendments are not acceptable.

5. Consistency

- 5.1 NGT operates a large national network and requires consistency of terms and of process across the protective provisions agreed in connection with all Development Consent Order projects by which it is affected, in order to operate that network safely and efficiently and to minimise the risk of disputes.

6. Status of negotiations and next steps

- 6.1 Until satisfactory Protective Provisions are included on the face of the Draft Order (i.e. in NGT's required form), NGT must continue to **object** to the Applicant's application for the Order.

Mills & Reeve LLP

For and on behalf of National Gas Transmission Plc

6 October 2026

