

Lower Thames Crossing

National Highways
Woodlands
Manton Lane
Bedford
MK41 7LW

The Planning Inspectorate

c/o QUADIENT
60 Buckingham Drive
Slough
SL1 4PN

By E-mail

Dear Sirs and Madam,

National Highways' (Lower Thames Crossing Project) Deadline 6 response in respect of the Norwich to Tilbury (NTT) Project

This letter constitutes a Deadline 6 submission on behalf of the National Highways Lower Thames Crossing ("NH LTC") team. It consists of this covering letter, and includes:

1. Appendix 1: proposed drafting to be included in the main body of the draft NTT DCO
2. Appendix 2: proposed protective provisions to be included in Schedule 16 to the draft NTT DCO
3. Appendix 3: summary of representations made at Compulsory Acquisition Hearing 3 and Issue Specific Hearing 3

As set out at Issue Specific Hearing 3 on 24 June 2026 NH LTC's primary concerns relate to the significant spatial and temporal overlap between the Applicant's project and that of the consented Lower Thames Crossing (LTC).

As a result of the conflicting proposals, but to enable the collaborative and integrated delivery of both projects, the project teams have been meeting regularly to discuss how this can be suitably addressed. This engagement is continuing but it is becoming apparent that, due to the detailed and complex extent of the project interfaces, and given the outline level of design and construction information currently available from the NTT Project, a detailed agreement between the parties which resolves NH LTC's areas of concern is not likely to be reached before the end of examination.

Having reached that position NH LTC is now in a position to advance the specific drafting amendments it requires to the NTT DCO to address its concerns, as follows.

Reference	Commitment
LTC Outline Landscape and Ecology Management Plan – paragraph 6.9.5(c)	<i>“Provide a woodland connection between the existing woodland around the cement works and the woodland surrounding Orsett Golf Course in addition to the woodland mitigation planting along the Chadwell link”</i>
Figure 2.4 of the LTC Environmental Statement	Installation of a bat barn in the northern extent of the Hoford Road ancient woodland replacement site
LTC Design Principle - PLA.05 - Habitat connectivity	<i>“Design proposals shall prioritise improving connectivity between existing habitats wherever reasonably practicable, as defined within the Environmental Masterplan (Application Document 6.2, Figure 2.4). Fragmentation of habitats shall be reduced as far as reasonably practicable by avoiding unnecessary barriers to movement and, where necessary, including design features which allow safe passage of animals, and colonisation by plants to enhance biodiversity.”</i>
LTC Design Principle - LSP.19 - Ancient woodland compensation	<i>“The ancient woodland compensation planting strategy will be designed to achieve the most ecologically beneficial woodland habitat and be in accordance with REAC reference TB28 and as shown on the Environmental Masterplan (Application Document 6.2, Figure 2.4) using the code LE8.2.”</i>
LTC Design Principle - S10.04 - Screen planting	<i>“Woodland planting shall link Hoford Road (Work No. 6C) and Brentwood Road (Work No. 6D) to provide visual mitigation for users of the golf course and footpath networks to the north, in the absence of false cut earthworks. Where appropriate and within the Order Limits, existing hedgerows shall be reinforced with additional hedgerow planting.”</i>
LTC Design Principle - S10.14 Retention of vista near Representative Viewpoint N-17	<i>“The detail design of nitrogen deposition compensation planting shall retain a framed long-range view south from footpath FP 45 within Orsett Golf Club, over the existing undulating landscape towards Chadwell St Mary. Refer to Viewpoint N-17 location on Figure 7.16 (Application Document 6.2).”</i>

To avoid NH LTC being put in breach of the LTC DCO, DCO drafting amendments are required to resolve the situation. Accordingly, NH LTC is now seeking amendments to

the NTT DCO in order to safeguard its position (**see Appendix 1**). The drafting is intended to achieve the following outcomes:

1. To expressly record the fact that any works carried out pursuant to the NTT DCO which are inconsistent with or conflict with any provisions under the LTC DCO will not place LTC in breach of the terms of the LTC DCO. Whilst there is already general, non-specific drafting to this effect at Article 10 of the NTT DCO, the parties' view is that an express provision is necessary (and precedented).
2. Linked to (1), to expressly modify the terms of Schedule 2 (Requirements) to the made A122 (Lower Thames Crossing) Development Consent Order 2025 ("the LTC DCO") in order to allow LTC greater flexibility when discharging certain Requirements (e.g. Requirement 5 – Landscaping and ecology). The intention is to allow the Secretary of State for Transport to determine that obligations or commitments secured through those certain Requirements can be discharged or satisfied in a different way where the original means of discharge would be impracticable or incompatible due to the existence of NTT.
3. To expressly relieve NH LTC from the obligation in the LTC DCO to deliver the 16 hectares of compensatory N-dep habitat creation on parcels of land which fall within the NTT Order limits secured by NGET within the NTT DCO, and which therefore prevent or create uncertainty over when that habitat creation can take place. That would mean that NH LTC's amended commitment under the LTC DCO would be delivery of 5 hectares of N-Dep compensatory planting at Hoford Road. As a consequence, NGET would be expressly committed to carrying out the establishment of equivalent alternative compensatory habitat areas which are authorised within the NTT Order limits (work [20] of Schedule 1), to offset the 16 hectares of the Hoford Road N-dep site included in the LTC DCO. This commitment would be secured through Protective Provisions for the benefit of the LTC project (see Appendix 2).
4. To expressly relieve NH LTC from the obligation in the LTC DCO to deliver the environmental commitments set out in the table above. The consequence of this would be as follows:
 - a. in relation to the bat barn ([REDACTED]) it should be noted that this bat barn was included in this location in the event that pre-construction surveys showed that it was required as mitigation for the LTC. If surveys indicate that a bat barn is needed, it could still be delivered elsewhere in an appropriate location under ancillary DCO powers);
 - b. in relation to the other commitments in the table above, the inability for these commitments to be delivered should be treated as an adverse effect of the NTT project.

It is NH LTC's strong view that as the Applicant's scheme significantly conflicts with LTC's environmental proposals (a fact that has been made clear to the Applicant throughout the formulation of the Applicant's plans at pre-consultation and

consultation and beyond), specifically at the Hoford Road site, it should be the Applicant's responsibility to both:

- identify and secure the alternative compensatory habitat land required within its Order Limits; and
- establish compensatory habitats within those plots equivalent to those which would be provided by the LTC DCO if NTT had not come forward,

in order to achieve equivalent compliance with the obligations and commitments that were contained within the LTC DCO.

Given the absence of detail capable of being provided by the Applicant at this stage in relation to the potential location of alternative sites and the timing of their availability, it would place an unreasonable burden on NH LTC to carry out these works. The LTC project has already appointed contractors, has established a programme for the delivery of the compensatory habitats, and is now undertaking preparatory activities to deliver them. The coming forward of the NTT proposals has created significant delivery uncertainty, the risk of abortive or delayed works, and associated costs in relation to this. Should the LTC project be expected to deliver the alternative habitat creation sites then there would be a requirement to reprogramme activities with the potential to have to remobilise resources at an unspecified future point to undertake works. It would be unreasonable to expect NH LTC to bear this burden as a result of the Applicant's proposals.

Following the period of establishment of these environmental mitigation areas, which would be expected to be around 5 years, NH LTC is content to take on the ownership and long term management of the sites, as it would have done for the sites that it would have delivered but for the NTT project. NH LTC is pursuing a side agreement with the Applicant to document how this can be achieved.

Other Delivery Interface Issues

As NH LTC has noted throughout the examination process, there are a number of construction and delivery interface issues (beyond the environmental issues noted above) including but not limited to:

- delivery of transmission cables under the A122 Lower Thames Crossing alignment;
- the timing of outages to enable overhead line works;
- construction traffic routing;
- construction site access;
- land acquisition and use of overlapping plots.

In its Deadline 5 submission and at Compulsory Acquisition Hearing 3 on 24 June 2026, NH LTC indicated that it would be submitting into the examination protective provisions in favour of the Lower Thames Crossing Project which, in order to safeguard its position on project interface matters, it would invite the Examining Authority to include in its recommended DCO should the Norwich to Tilbury project be consented.

NH LTC is now in a position to submit these and is including them as part of its Deadline 6 submission. The intention of the protective provisions is to provide NH LTC with a level of assurance that the NTT proposals will not negatively affect the consented LTC works in the “Interface Area” between the two projects. Some of these LTC works are already in the implementation stage and ongoing and NH LTC therefore considers that appropriate protection is needed to safeguard them in a similar manner to the protection afforded to statutory undertakers within DCOs.

In particular, the protective provisions give NH LTC prior approval, such approval not to be unreasonably withheld, for any NTT works in the Interface Area. NH LTC considers this to be a proportionate and necessary safeguard given the lack of detail in the application relating to the works in this area and the significant impact that these works will have on LTC works which are already ongoing.

Yours sincerely,



Lower Thames Crossing Roads North Project Director (Delivery)

Appendix 1: proposed drafting to be included in the draft NTT DCO

Article 2 – insert new definitions

“2025 Order” means the A122 (Lower Thames Crossing) Development Consent Order 2025;

“LTC” means the Lower Thames Crossing project;

“LTC Compensatory Habitat Works” means Work No. [20];

“LTC Undertaker” means National Highways Limited (Company No. 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ, or any other party to whom the benefit of the 2025 Order is transferred under any statutory provision;

Article 36

Amend (1)

(1) In section 1 (application of Act) for subsection (2) there is substituted- “(2) This section applies to any Minister, any local or other public authority, the LTC Undertaker or any other body or person authorised to acquire land by means of a compulsory purchase order.”

Insert new (4), (9) and (10):

(4) For section 4(1) (execution of declaration), substitute- “(1) The acquiring authority may execute in respect of any of the land which they are authorised to acquire by the compulsory purchase order a declaration in the prescribed form vesting the land in themselves, or in the case of land or a right that they are authorised to acquire for the benefit of a statutory undertaker or local authority or the LTC Undertaker, in the statutory undertaker or local authority in question or the LTC Undertaker, from the end of such period as may be specified in the declaration (not being less than 3 months from the date on which the service of notices required by section 6 is completed).”

(9) In section 8 (vesting, and right to enter and take possession), after subsection (3), insert- “(4) In this section references to the acquiring authority include any statutory undertaker or local authority or the LTC Undertaker referred to in section 4(1).”

(10) In section 10(1) (acquiring authority’s liability arising on vesting of the land), after “vested in an acquiring authority” insert “or a statutory undertaker or local authority or the LTC Undertaker.”

New article [36A] headed, “Modification of the 2017 Regulations” to deal with the practicalities of applying the 1981 Act

Modification of the 2017 Regulations

(1) The Schedule to the 2017 Regulations is modified as follows.

(2) In paragraph (3) of Form 1, after “from the date on which the service of notices required by section 6 of the Act is completed”, insert— “(1A) The [insert land or rights or both] described in Part [] of the Schedule hereto as being for the benefit of third parties and more particularly delineated on the plan annexed hereto vests in the statutory undertaker, local authority or National Highways in question as from the end of the period of [insert period of 3 months or longer] from the date on which the service of notices required by section 6 of the Act is completed.”.

(3) References in Form 2 to “in themselves” is substituted with “in themselves and any identified third parties”.

(4) In paragraph (b) of the notes on use of Form 2— (a) after “Insert the name of the authority” insert “and where the context requires insert a reference to third parties”; and (b) omit “Thereafter rely on that definition wherever “(b)” appears in the text.”.

Article 59 – insert new paragraphs to address compliance with LTC DCO

(5) Paragraphs (1) to (4) do not apply to the 2025 Order.

(6) To the extent that there is any inconsistency or conflict between any works authorised under this Order, works carried out in connection with the authorised development, or the exercise by the undertaker of the functions conferred by this Order and all or any of the provisions of the 2025 Order then, in respect of such inconsistency or conflict, there is deemed to be no breach, or non-compliance, of any provision or requirement of the 2025 Order.

(7) Without prejudice to the generality of paragraph (6), the 2025 Order is amended by the insertion of the following provisions after sub-paragraph 1(3) of Schedule 2—

(4) Sub-paragraph (5) applies where an obligation on the undertaker under this Schedule requires—

- (a) “accordance” or “substantial accordance” with a document referred to in Schedule 16;*
- (b) that performance of the obligation requires it to “reflect” a commitment contained in a document referred to in Schedule 16; or*
- (c) adherence to a test similar to that referred to in sub-paragraphs (a) and (b).*

(5) Where the undertaker seeks approval for the discharge of an obligation referred to in sub-paragraph (4), that obligation will be deemed to have been met where the Secretary of State is reasonably satisfied that, in order to render the authorised development compatible with the development authorised by the National Grid (Norwich to Tilbury) Order 20[xx] (“the 20[xx] Order”), that the obligation—

- (a) is to be discharged partially or wholly on land authorised by the 20[xx] Order, instead of land authorised by this Order and identified in a document referred to in Schedule 16; or*
- (b) requires modification in order to be discharged; or*

(c) is not capable of being discharged.

(6) Where sub-paragraph (5)(a) applies, the land authorised for use by the 20[xx] Order in place of the land authorised under this Order will, subject to such reasonable modifications as the undertaker considers necessary, be bound by the same obligations as contained in the relevant documents referred to in Schedule 16 in relation to the land authorised by this Order.

(7) Without prejudice to the generality of sub-paragraphs (4) to (6) of this paragraph and on the condition that development authorised by the 20[xx] Order is begun in the Interface Area, the undertaker is relieved of the following obligations under this Schedule:

- (a) nitrogen deposition habitat creation at the Hoford Road site, as outlined in the Outline Landscape and Ecology Management Plan to the extent that it falls within the Order limits of the 20[xx] Order;*
- (b) the requirement at paragraph 6.9.5(c) of the Outline Landscape and Ecology Management Plan to provide a woodland connection between the existing woodland around the cement works and the woodland surrounding Orsett Golf Course in addition to the woodland mitigation planting along the Chadwell link;*
- (c) the installation of a Bat Barn in the northern extent of the Hoford Road ancient woodland replacement site, as shown on Figure 2.4 of the Environmental Statement;*
- (d) design principle PLA.05 relating to habitat connectivity, as set out in the Design Principles Document, insofar as it applies in or adjacent to the Interface Area;*
- (e) design principle LSP.19 relating to ancient woodland compensation, as set out in the Design Principles Document, insofar as it applies in or adjacent to the Interface Area;*
- (f) design principle S10.04 relating to screen planting, as set out in the Design Principles Document; and*
- (g) design principle S10.14 relating to the retention of vista near Representative Viewpoint N-18 as set out in the Design Principles Document.*

(8) In sub-paragraph (7), “Interface Area” means land which falls within both the Order Limits of this Order and the Order Limits of the 20[xx] Order.

Insert new Work Number in Schedule 1

Work No. [20] – as shown on sheet(s) [X] of the works plans and being the implementation of compensatory habitats.

Appendix 2: proposed protective provisions to be included in the draft NTT DCO

SCHEDULE 16

PART [9]

FOR THE PROTECTION OF THE LTC UNDERTAKER

Application

1. The provisions of this Part of this Schedule apply for the protection of the LTC undertaker and have effect unless otherwise agreed in writing between the undertaker and the LTC undertaker.

Interpretation

2.—(1) In this Part of this Schedule—

“detailed design information” means such of the following information as is relevant to the specified works—

- (a) the timing and programme of works;
- (b) detailed design of works, including works to highways, utilities and drainage;
- (c) site clearance details;
- (d) topographical surveys;
- (e) earthworks;
- (f) boundary, environmental and mitigation fencing;
- (g) landscaping and habitat creation;
- (h) construction, alteration and use of temporary and permanent access and egress routes in to, from and adjacent to the interface area
- (i) maintenance and repair strategy;
- (j) health and safety information, including compliance with the Construction (Design and Management) Regulations 2015; and
- (k) any works which require departures from DMRB standards;
- (l) control and security of works, apparatus and working areas;
- (m) code of construction practice;

- (n) the approach to discharging requirements under this Order;
- (o) removal of temporary works and the approach to reinstatement of land held temporarily; and
- (p) such information as may be reasonably required by the LTC undertaker;

“DMRB” means the Design Manual for Roads and Bridges or any replacement or modification of it;

“interface area” means land which falls within both the Order Limits of this Order and the Order Limits of the 2025 Order;

“specified work” means any work or works authorised by this Order which would be situated on, under, over, or would otherwise adversely affect, works authorised by the 2025 Order;

(2) Where the terms used in this Part of this Schedule are defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (1) above the latter prevail.

(3) Both the LTC Undertaker and any of its approved contractors shall have the benefit of this Part of Schedule 16 but for the purposes of any approvals required under this Part of the undertaker shall liaise directly with the LTC undertaker.

Prior approval

3.—(1) A specified work must not begin until—

(a) the detailed design information for that specified work has been submitted to LTC undertaker; and

(b) the LTC undertaker has given its approval to that specified work.

(2) The undertaker must not exercise powers under this Order to compulsorily acquire, take temporary possession of, or otherwise access land in the interface area, without the prior approval of the LTC undertaker.

(3) The undertaker must not exercise powers under—

(a) article 16 (temporary closure of streets and public rights of way);

(b) article 20 (discharge of water); and

(c) article 21 (protective works to buildings);

over any part of the interface area without the prior approval of the LTC Undertaker.

(4) The approval of the LTC undertaker under sub-paragraphs (1) to (3) is not to be unreasonably withheld or delayed.

(5) An approval of the LTC undertaker under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) must be given in writing; and
- (c) may be subject to any requirements or conditions as the LTC undertaker considers reasonably necessary.

LTC compensatory habitat

4.—(1) If the authorised development is begun in the interface area, the undertaker must carry out and complete Work No. 20 such that not less than [16] hectares of compensatory habitat is created.

(2) The compensatory habitat referred to in sub-paragraph (1) must be carried out in accordance with the Outline Landscape and Ecology Management Plan referred to in paragraph 5 of Schedule to the 2025 Order, as it applies to the Hoford Road compensatory habitat site as set out in section 6.10 of that document.

Costs

5. The undertaker must pay to the LTC undertaker a sum equal to the whole of any costs and expenses which the LTC undertaker incurs (including costs and expenses for using internal or external staff) in relation to approvals sought under this Part of Schedule 16, or in connection with any additional work or action that the LTC undertaker is required to carry out as a result of any of the undertaker's works in the interface area including, but not limited to—

- (a) the checking and approval of the information required to determine approvals;
- (b) any costs reasonably incurred by the LTC undertaker in connection with carrying out any work on behalf of the undertaker under any approval given;
- (c) the carrying out of any protective works, if required;
- (d) the survey of land, and the inspection and monitoring of any works carried out by the undertaker; and
- (e) all legal and administrative costs in relation to sub-paragraphs (a) to (d) above.

Indemnity

6.—(1) The undertaker fully indemnifies the LTC undertaker from and against all costs, claims, expenses, damages, losses and liabilities suffered by the LTC Undertaker arising from—

(a) the construction, maintenance or use of specified works by the undertaker; or

(b) the exercise of or failure to exercise any power under this Order by the undertaker,

provided that the undertaker's indemnity will not extend to any claims arising out of the negligence of the LTC undertaker.

(2) The LTC undertaker will—

(a) notify the undertaker upon receipt of any costs, claims, expenses, damages, losses and liabilities referred to in sub-paragraph (1);

(b) not accept or compromise any claims, charges, costs, expenses, liability or losses to which this indemnity relates without the prior consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Arbitration

7. Any dispute under this Part of this Schedule shall be settled by arbitration in accordance with article 62 (arbitration).

Appendix 3: summary of representations made at Compulsory Acquisition Hearing 3 and Issue Specific Hearing 3

1 Introduction

1.1 This document sets out the summary of representations made by the National Highways Lower Thames Crossing Project team (LTC Project team) at:

1.1.1 the Compulsory Acquisition Hearing held on 24 June; and

1.1.2 the Issue Specific Hearing held on 24 June 2026.

1.2 The LTC Project was consented in March 2025 and is currently in its delivery phase. As previously raised in its relevant representation [RR-2215], its written representation [REP1-250] and submissions made during Issue Specific Hearing 1 and Compulsory Acquisition Hearing 1 [REP1-249] as well as at deadline 2 [REP2-052], deadline 4 [REP4-363] and deadline 5 [REP5-251] there is significant overlap between the Applicant's project and the LTC DCO.

2 Summary of representations made at Compulsory Acquisition Hearing 3

2.1 The Issue Specific Hearing was attended virtually by Monika Weglarz, Managing Associate at TLT, legal advisors for the LTC Project.

Agenda item 4: Updates on progress on negotiations

2.2 For context, NH LTC reminded the Examining Authority that its primary concern relates to the significant spatial and temporal interactions between the projects demonstrated by the fact that there are over 700 interfacing plots.

2.3 NH LTC then provided an update to the Examining Authority about the progress on negotiations with the Applicant: both the Applicant's and NH LTC's technical team have been meeting regularly in order to discuss issues with the aim of working towards a side agreement. Unfortunately, it had become apparent that an agreement was unlikely to be reached before the end of examination.

2.4 Consequently, NH LTC confirmed that, in order to safeguard its position, it would be seeking protective provisions in the NTT DCO for the benefit of the LTC Project and that it anticipates being able to share a draft of these with the Examining Authority at Deadline 6 on 7 July 2026.

Post hearing note:

2.5 NH LTC has submitted its proposed protective provisions as part of its Deadline 6 response.

3 Summary of representations made at Issue Specific Hearing 3

3.1 The Issue Specific Hearing was attended virtually by Monika Weglarz, Managing Associate at TLT, legal advisors for the LTC Project.

Agenda item 5: The Development Consent Order, under any other business

3.2 NH LTC reminded the Examining Authority that its primary concern relates to the significant spatial and temporal interactions between the projects and, in particular, the inability of LTC to comply with certain obligations and commitments under its DCO should the Applicant's project be consented.

3.3 To enable the collaborative and integrated delivery of both Projects, the Applicant and NH LTC are agreed as to the need to include additional drafting within the NTT DCO for purposes related to the LTC project. The intended drafting is intended to achieve the following outcomes:

3.3.1 To expressly record the fact that any works carried out pursuant to the NTT DCO which are inconsistent with or conflict with any provisions under the LTC DCO will not place LTC in breach of the terms of the LTC DCO – the parties are agreed that whilst there is already general, non-specific drafting to this effect at Article 10 of the NTT DCO, the parties' view is that an express provision is necessary, and preceded; and

3.3.2 To expressly modify the terms of Schedule 2 (Requirements) to the LTC DCO in order to allow LTC greater flexibility when discharging certain Requirements, specifically requirement 5 in relation to Landscape and Ecology. The intention is to allow the Secretary of State for Transport to determine that obligations or commitments secured through those certain Requirements can be discharge or satisfied in a different way where the original means of discharge would be impracticable or incompatible due to the existence of NTT.

3.4 NH LTC confirmed that it had shared suggested drafting with the Applicant to address these issues and that discussions on this topic are ongoing.

3.5 NH LTC confirmed that it anticipates being able to share a draft of these with the Examining Authority at Deadline 6 on 7 July 2026.

Post hearing note:

3.6 NH LTC has submitted its proposed DCO drafting as part of its Deadline 6 response.