AENC-BCLP-LEG-REP-0029

Norwich to Tilbury

Volume 8: Examination Documents

Document: 8.7 Statutory Undertaker Tracker - Clean Version

Final Issue G

August 2026

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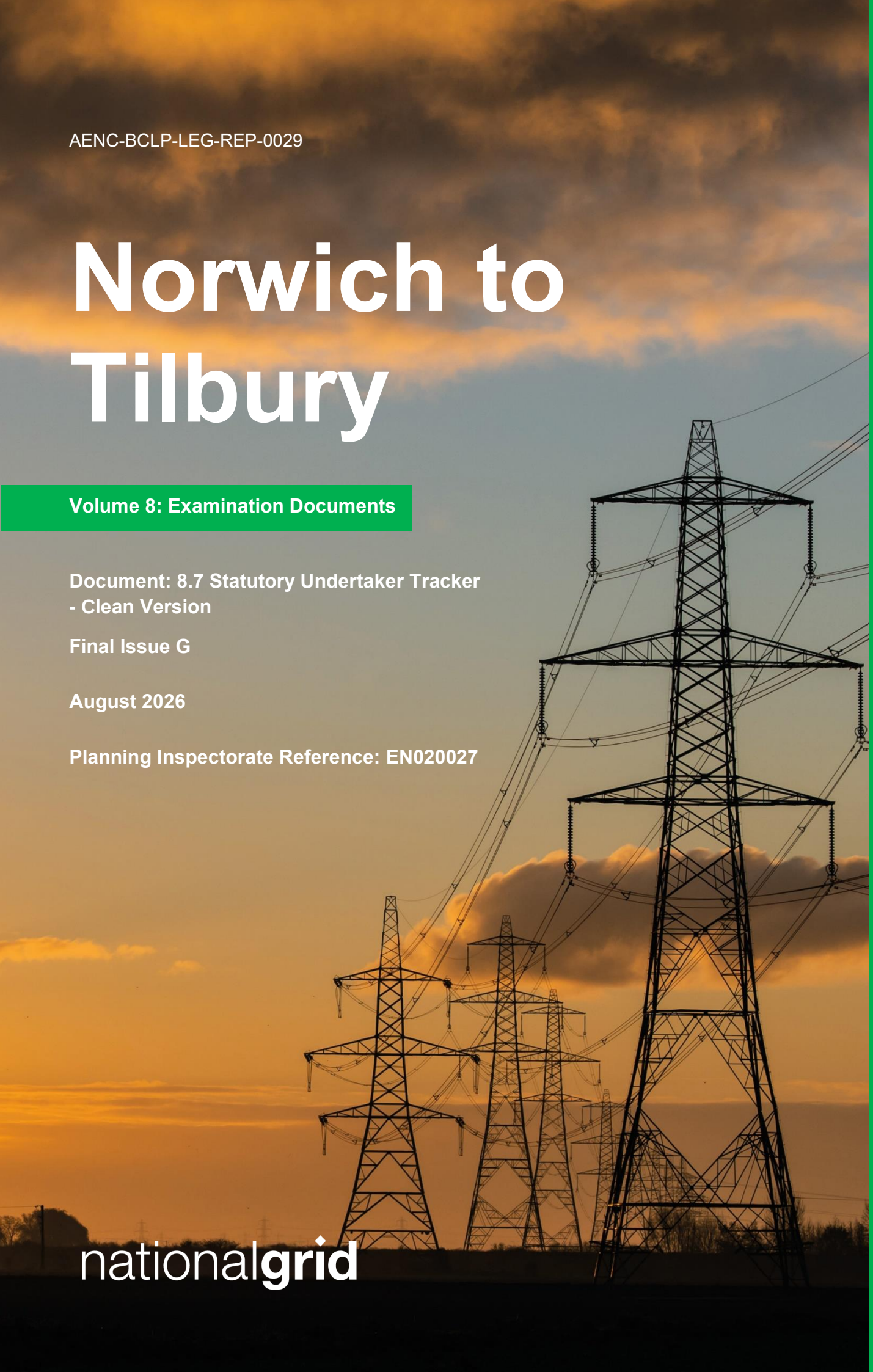

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Revision History

Version	Date	Submitted at
A	26 February 2026	Deadline 1
B	10 April 2026	Deadline 3
C	12 May 2026	Deadline 4
D	10 June 2026	Deadline 5
E	7 July 2026	Deadline 6
F	21 July 2026	Deadline 7
G	4 August 2026	Deadline 8

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1. Protective Provisions, Side Agreements and S127/S138 PA 2008

Key to Text entries

Key	Description	Amount
	Relying on protective provisions as in draft order.	12
	Bespoke protective provisions only (no side agreement required).	3
	Side agreement only (no protective provisions required).	8
	Protective provisions and side agreement.	9

Table 1.1 Protective Provisions, Side Agreements and S127/S138 Position for Statutory Undertakers – Deadline 3 Update

FN1: "Includes freehold, leasehold or operational land of Statutory Undertakers only."

FN2: "Includes apparatus or easements held by Statutory Undertakers only."

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
1	Affinity Water Limited	N/A	C-14/ 110,	C-9/65, C-9/74, C-11/92,	C-9/79, C-11/2,	There are standard	Not currently required.	Under negotiation - The parties' legal advisors	Both.

[1] Includes freehold, leasehold or operational land of Statutory Undertakers only.

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		C-14/118a, C-14/120, C-15/2, C-16/1, C-16/46a	C-12/33, C-12/37, C-12/38, C-12/57, C-12/69, C-12/70, C-12/71, C-12/72, C-12/74, C-12/77, C-12/88, C-12/93, C-12/96, C-13/20, C-13/24, C-13/25, C-13/26, C-13/28, C-13/33, C-13/36, C-13/41, C-13/41a, C-13/42a, C-13/48, C-13/56, C-13/56a, C-13/65, C-13/74, C-13/77a,	C-11/3, C-11/6, C-11/18, C-11/24, C-12/56, C-12/58, C-12/59, C-12/60, C-12/63, C-12/65, C-13/18, C-13/69, C-16/1f, C-16/46, C-16/49, C-17/112, C-17/113, C-17/114, C-17/121, C-17/124, C-17/127, C-17/129, C-17/130, C-17/131, C-17/132, C-17/134, C-17/136, C-17/137, C-17/140,	protective provisions for the benefit of water and sewage undertakers at Schedule 16, Part 1. However, the parties are in discussion and are seeking to reach an agreement on bespoke protective provisions.		have been in contact since September 2025, with draft protective provisions provided in October 2025 and correspondence on-going thereafter. Latest versions of PPs returned to Affinity Water's lawyers on 20 February 2026 and the Applicant followed up on 30 March 2026, 14 April 21 April, 19 May and 2 June. A substantive response was then received on 23 June which included significant amendments to the version issued to Affinity Water on 20 February and a revised set incorporating most of the changes was included in the draft Order at Deadline 7. The parties are now engaging on the outstanding issues and will continue to do so following the close of examination. The Applicant considers that these issues can be	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-13/78, C-13/78a, C-13/87, C-14/107, C-14/108, C-17/5, C-17/13, C-17/24, C-17/28, C-17/32, C-17/33, C-17/39, C-17/42, C-17/47, C-17/57, C-17/60, C-17/66, C-17/69, C-17/72, C-17/74, C-17/76, C-17/79, C-17/80, C-17/81, C-17/84, C-17/86, C-12/78, C-12/82	C-17/141, C-17/142, C-17/143, C-17/144, C-17/146, C-17/148, C-17/149, C-12/80, C-12/81			resolved or at least narrowed significantly shortly after examination. **Status:** : PP's not agreed. Issues in dispute set out in the Appendix	

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
2	Anglian Water Services Limited	N/A	A-7/16, A-7/18, A-7/27, B-21/6, B-21/7, B-21/9, B-21/10, B-21/11, B-21/14, B-21/15, C-8/34, C-8/35, C-8/36, C-8/42, D-3/1,	A-1/15, A-1/20, A-1/25, A-1/29, A-1/30, A-1/36, A-1/37, A-1/39, A-3/1, A-3/2, A-3/5, A-3/6, A-4/81, A-4/87, A-4/88, A-4/95, A-4/99, A-4/112, A-4/115, A-6/47, A-6/58, A-6/70, A-6/71, A-6/72, A-6/73, A-6/88, A-7/20, A-7/30, A-7/31, A-7/49, A-8/4, A-8/64, A-8/65, A-8/67, A-8/72, A-8/74, A-8/75, A-8/77, A-8/78, A-8/79, A-8/80, A-8/84, A-8/85, A-8/86, A-8/88, A-8/90, A-9/24, A-9/32, A-9/34, A-10/26, A-10/28, A-10/29,	A-1/40, A-6/85, A-7/5, A-7/36, A-7/38, A-8/69, A-8/93, A-9/46, A-10/24, A-10/27, A-10/30, A-10/31, A-13/70, B-10/26, B-10/34, B-10/63, B-10/67, B-10/72, B-11/9, B-11/11, B-11/16, B-11/23, B-11/24, B-11/26, B-11/30, B-11/32, B-12/12, B-12/22, B-12/95,	There are standard protective provisions for the benefit of water and sewage undertakers at Schedule 16, Part 1. However, the parties are in discussion and have agreed on bespoke protective provisions.	Not currently required.	Parties have been in correspondence since August 2025. The form of Protective provisions has been agreed and included in the draft Order at Deadline 8. We understand Anglian Water has also now withdrawn their objection **Status: PP's are agreed**	Both.

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		D-4/4 1, D-4/4 2, D-4/4 3, H-6/2 4d, H-6/2 4e, H-6/2 4f, H-6/7 1, H-6/8 4a, H-6/8 4e, H-7/2 1, H-7/4 4	A-10/33, A-11/3, A-11/37, A-13/53, A-13/61, A-13/65, A-13/68, A-13/69, A-13/72, A-13/74, A-13/79, A-13/80, A-13/81, A-13/82, A-13/83, A-13/115, B-7/51, B-7/61, B-10/20, B-10/32, B-10/69, B-11/3, B-11/5, B-11/6, B-11/22, B-11/27, B-11/33, B-11/48, B-11/50, B-11/65, B-11/76,	B-12/96, B-12/106, B-12/111, B-12/112, B-13/5, B-13/18, B-14/107, B-14/108, B-14/109, B-15/13, B-15/29, B-16/40, B-16/63, B-17/8, B-17/13, B-17/16, B-17/21, B-17/28, B-18/20, B-18/23, B-18/24, B-19/16, B-19/17, B-19/27, B-20/101, B-21/1, C-1/12, C-1/14, C-2/5,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-11/78, B-12/1, B-12/2, B-12/5, B-12/18, B-12/98, B-12/108, B-12/109, B-13/15, B-13/16, B-15/17, B-15/19, B-15/23, B-15/27, B-15/28, B-16/30, B-16/41, B-16/53, B-16/54, B-16/58, B-16/60, B-16/61, B-16/62, B-16/72, B-17/14, B-17/15, B-17/19, B-17/29, B-18/1, B-18/16,	C-2/7, C-2/14, C-2/15, C-2/16, C-2/24, C-2/26, C-2/28, C-2/29, C-2/40, C-2/59, C-2/66, C-2/67, C-2/70, C-2/71, C-2/74, C-2/77, C-2/78, C-2/81, C-3/1, C-3/57, C-3/81, C-3/87, C-3/88, C-3/90, C-3/92, C-3/101, C-4/13, C-4/30, C-7/8,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-18/82, B-18/84, B-18/86, B-18/93, B-18/104, B-18/108, B-18/109, B-18/115, B-18/117, B-19/1, B-19/11, B-19/32, B-19/35, B-19/38, B-19/50, B-19/55, B-20/79, B-20/95, B-20/97, B-20/103, B-20/110, B-20/111, C-1/11, C-2/6, C-2/20, C-2/32, C-2/33, C-2/34, C-2/41, C-2/43, C-2/46, C-2/47, C-2/49, C-2/50, C-2/55, C-2/56,	C-7/20, C-7/22, C-8/9, C-8/13, C-8/14, C-8/23, C-8/30, C-8/32, C-8/33, C-8/34a, C-8/38, C-9/80, C-11/100, C-12/60, C-12/61, C-12/63, C-17/36, C-17/129, C-17/130, C-17/131, C-17/132, C-17/134, C-17/142, C-17/143, C-17/144, C-17/148, C-18/38, -C -18/68, --D- 1/65,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-2/69, C-3/2, C-3/6, C-3/78, C-3/91, C-4/18, C-4/25, C-4/29, C-4/34, C-4/36, C-4/39, C-7/9, C-7/11, C-7/12, C-7/18, C-7/21, C-7/23, C-7/24, C-7/46, C-8/6, C-8/7, C-9/71, C-9/72, C-9/74, C-9/75, C-10/42, C-10/43, C-11/20, C-13/70, C-13/71, C-13/72, C-13/101, C-13/102, C-13/106, C-13/109, C-13/115, C-13/117, C-13/120, C-13/121, C-13/136, C-17/24,	D-2/22, D-2/31, D-2/37, D-3/30, D-3/35, D-3/43, D-3/73, D-3/80, D-3/84, D-4/37, D-4/38, D-4/65, D-4/66, D-6/4, D-6/10, D-6/11, D-6/12, D-6/16, D-6/22, D-6/31, D-6/61, D-6/63, D-6/64, D-7/41, D-7/66, D-7/71, D-7/104, D-7/105, D-7/116,			

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-17/25, C-17/27, C-17/31, C-17/34, C-17/35, C-17/37, C-17/38, C-17/46, C-17/57, C-17/60, C-17/66, C-17/69, C-17/72, C-17/74, C-17/76, C-17/79, C-17/80, C-17/81, C-17/86, C-18/3, C-18/5, C-18/6, C-18/9, C-18/13, C-18/22, C-18/27, C-18/35, C-18/47, C-18/52, C-18/54, -D-1/1, D-1/2, D-1/3,	D-7/117, D-9/17, D-9/18, D-9/24, E-1/1, E-1/41, E-1/48, E-1/52, E-1/57, E-1/58, E-5/65, E-5/81, E-5/117, E-6/12, E-6/13, G-2/45, G-3/22, G-3/28, G-3/33, G-3/34, G-4/3, G-4/25, G-4/53, G-4/55, G-4/70, G-4/72, G-4/74, G-6/41, G-6/54,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			D-1/4, D-1/5, D-1/22, D-1/25, D-1/26, D-1/28, D-1/37, D-1/44, D-1/47, D-1/48, D-1/50, D-1/54, D-1/55, D-1/59, D-1/66, D-2/2, D-2/5, D-2/8, D-2/23, D-2/27, D-2/32, D-2/39, D-2/40, D-2/46, D-3/10, D-3/18, D-3/20, D-3/21, D-3/22, D-3/26, D-3/28, D-3/31, D-3/36, D-3/41, D-3/50, D-3/56, D-3/58, D-3/60, D-3/61, D-3/62, D-3/67, D-3/72, D-3/75, D-3/78, D-3/88, D-4/30, D-4/45, D-4/71, D-4/76, D-4/81, D-4/85, D-4/93, D-6/2, D-6/5, D-6/18, D-6/25, D-6/33, D-6/42,	G-6/67, G-6/68, G-6/70, G-6/84, G-6/85, G-6/86, G-6/87, G-6/151, G-6/157, G-6/171, G-6/175, G-6/176, G-6/182, H-2/34, H-3/23, H-6/103, H-7/44a, H-7/104, A-7/53, A-7/55, A-7/59, A-7/65, A-7/69, A-7/70, A-7/76, A-9/44, A-9/51, A-9/55, A-9/56,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			D-6/43, D-6/46, D-6/58, D-7/3, D-7/9, D-7/16, D-7/19, D-7/40, D-7/44, D-7/49, D-7/52, D-7/67, D-7/68, D-7/69, D-7/77, D-7/82, D-7/85, D-7/96, D-7/97, D-7/99, D-7/101, D-7/109, D-7/110, D-7/112, D-7/114, D-7/115, D-7/124, D-7/125, D-7/130, D-8/1, D-8/26, D-9/1, D-9/2, D-9/3, D-9/4, D-9/5, D-9/11, D-9/12, D-9/13, D-9/16, D-9/20, D-9/21, D-9/25, D-9/33, D-9/35, D-9/40, D-9/46, D-9/88, D-9/109,	A-9/70, A-10/3, B-12/23, B-12/29, B-12/47, B-12/58, B-12/59, B-12/60, B-12/67, B-12/71, B-12/74, B-12/76, B-12/105, B-13/19, B-13/21, B-13/26, B-13/27, B-13/29, B-13/32, B-13/37, B-13/40, B-13/41, B-13/43, B-13/46, C-1/5, C-2/64, C-3/35, C-9/84, C-9/103,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			D-9/111, D-9/117, E-1/7, E-1/11, E-1/12, E-1/13, E-1/14, E-1/44, E-1/45, E-1/47, E-2/100, E-2/113, E-2/114, E-2/116, E-2/120, E-2/123, E-2/124, E-2/127, E-3/22, E-3/25, E-3/32, E-3/35, E-3/36, E-3/37, E-3/98, E-3/105, E-4/6, E-4/8, E-4/16, E-4/20, E-4/28, E-4/33, E-4/91, E-5/85, E-5/93, E-5/108, E-5/110, E-5/113, E-5/114, E-6/7, E-6/9, E-6/10, E-7/7, F-4/4,	C-10/2, C-10/3, C-10/5, C-10/7, C-10/9, C-10/13, C-10/17, C-12/58, C-12/59, C-12/80, C-12/81, D-8/21, D-8/24, D-9/10, D-9/14, F-2/2, F-2/7, F-2/10, F-2/19, F-2/22, F-2/27, F-2/28, F-2/30, -F-2/54, --F-2/59, F-2/60, --F-2/67, F-2/73, F-3/5,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			F-4/7, F-4/10, F-4/11, F-4/12, F-4/13, F-4/15, G-2/1, G-2/3, G-2/4, G-2/8, G-2/20, G-2/22, G-2/30, G-2/33, G-2/35, G-2/46, G-3/3, G-3/6, G-3/7, G-3/21, G-3/26, G-3/27, G-3/31, G-3/38, G-3/42, G-3/44, G-3/49, G-3/51, G-4/1, G-4/11, G-4/26, G-4/49, G-4/51, G-4/52, G-4/57, G-4/58, G-4/59, G-4/61, G-4/62, G-4/69, G-4/98, G-6/51, G-6/153, G-6/165, G-6/168, G-6/173, H-1/69, H-1/72, H-1a/11, H-2/29, H-2/31, H-2/32, H-2/33,	H-1b/12, H-1b/14				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			H-3/22, H-3/60, H-5/79b, H-5/79f, H-5/86, H-5/88, H-5/89, H-5/91, H-5/127, H-5/129, H-5/159, H-5/160, H-5/161, H-5/173, H-5/181, H-6/71f, H-6/101, H-6/105, H-6/107, H-6/108, A-7/54, A-7/56, A-7/57, A-7/58, A-7/60, A-7/61, A-7/63, A-7/64, A-7/66, A-7/67, A-7/68, A-7/71, A-7/72, A-9/42, A-9/50, A-9/52, A-9/53, A-9/54, A-9/57, A-9/59, A-9/60, A-9/61, A-9/62, A-9/63,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			A-9/64, A-9/65, A-9/66, A-9/67, A-9/68, A-9/69, A-9/72, A-9/73, A-9/74, A-9/75, A-10/1, B-12/30, B-12/32, B-12/34, B-12/38, B-12/40, B-12/43, B-12/44, B-12/46, B-12/48, B-12/51, B-12/52, B-12/54, B-12/57, B-12/65, B-12/66, B-12/68, B-12/69, B-12/70, B-12/72, B-12/73, B-12/75, B-13/20, B-13/22,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-13/23, B-13/24, B-13/25, B-13/28, B-13/30, B-13/31, B-13/33, B-13/34, B-13/35, B-13/36, B-13/42, B-13/44, B-13/45, C-1/6, C-1/7, C-1/9, C-1/10, C-2/10, C-2/30, C-2/35, C-2/45, C-2/57, C-9/100, C-10/1, C-10/4, C-10/6, C-10/8, C-12/57, C-12/71, C-12/77, C-12/78, C-12/82, C-12/88, C-17/68, C-17/70, C-17/84,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-17/87, D-8/18, D-8/20, D-8/22, D-8/23, D-9/7, D-9/9, D-9/15, D-9/29, D-9/32, F-2/4, F-2/6, F-2/8, F-2/9, F-2/12, F-2/13, F-2/14, F-2/15, F-2/16, F-2/17, F-2/18, F-2/21, F-2/23, F-2/24, F-2/25, F-2/26, F-2/29, F-2/31, F-2/32, F-2/33, F-2/34, F-2/35, F-2/36, F-2/37, F-2/38, F-2/39, F-2/40, F-2/41, F-2/42, F-2/44, F-2/45, F-2/47, F-2/53, F-2/55, F-2/57, F-2/65, F-2/69, F-3/3, F-3/117, G-2/156, G-2/159, G-3/2, G-3/8, G-3/9					

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
3	Arelion UK Ltd	N/A	N/A	B-3/12	B-2/103, B-2/104, B-3/3, B-3/3a, B-3/16, B-3/17	There are standard protective provisions for the benefit of operators of electronic communications code networks at Schedule 16, Part 2. **Status:** No further protective provisions to be submitted.	Not currently required.	Contacted week commencing 2nd February, providing draft SoCG, GIS shapefile, and interface schedule documenting all interactions. The Applicant followed up on 4th March with further methodology statements. Awaiting comments back. Applicant requested Arelion's availability for a call to progress discussions on 28 April. **Summary of Outstanding Issues**: Email returned from Arelion UK Ltd on 21-05-26 with final comments to be added in the SoCG. SoCG is being updated to reflect and shortly returned to Arelion UK Ltd for formal acceptance and signing.	S138.

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
								03/07/26 - Arelion have been further contacted for SoCG signing. 15/07/26 - Arelion have been contacted further for signing.	
4	Cadent Gas Ltd	N/A	A-1/2, A-1/56, A-1/58, A-1/59, B-21/2, B-21/6, B-21/9, B-21/12, C-6/24, C-6/38, D-3/1, H-6/2	A-3/1, A-4/34, A-4/37, A-4/54, A-12/28, A-12/29, A-12/31, B-12/101, B-13/11, B-13/12, B-13/14, B-17/54, B-17/64, B-17/71, B-17/73, B-17/74, B-17/75, B-17/79, B-18/25, B-18/44, B-18/47, B-18/55, B-18/66,	A-1/47, A-1/48, A-1/53, A-1/57, A-2/47, B-12/94, B-12/96, B-12/106, B-13/2, B-13/7, B-18/39, B-18/48, B-18/52, B-19/67, C-6/11, C-6/25, C-8/17, C-9/66, C-9/70, C-9/79, C-9/80,	There are standard protective provisions for the benefit of gas undertakers at Schedule 16, Part 1. However, the parties are in discussion and have agreed on bespoke protective provisions.	A side agreement is substantially agreed.	Parties have been in correspondence since September 2025. Bespoke protective provisions and side agreement now substantially agreed. The parties are moving to execute the side agreement and the Applicant understand that Cadent will then withdraw their objection to the Order. Protective Provisions were included for Cadent's benefit at Deadline 5. The side agreement is completeand Cadent's objection withdrawn [AS-094] **Status: PP's Agreed**	S138

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		2, H-6/28, H-6/34, H-6/36, H-6/39, H-6/43, H-7/25, H-7/44, B-20/218, B-21/33, B-21/69, B-21/80, B-21/83,	B-18/67, B-19/1, B-19/3, B-19/5, B-19/7, B-19/12, B-19/54, B-19/55, B-19/59, B-19/61, B-19/63, B-19/69, B-19/70, B-19/71, B-20/77, B-20/84, B-20/90, B-20/92, B-20/97, B-20/103, B-20/107, B-20/109, B-20/125, B-20/133, B-20/137, C-6/4, C-6/12, C-6/20, C-7/75, C-9/51, C-9/67, C-9/91, C-11/71, C-11/80,	C-9/81, C-9/97, C-11/1, C-11/2, C-11/5, C-11/6, C-11/8, C-11/40, C-11/70, C-11/88, C-13/44, C-17/129, C-17/134, D-6/10, D-6/12, E-2/118, E-5/27, F-5/22, F-5/23, G-2/45, G-2/80, G-2/81, G-2/93, G-2/94, G-2/112, G-3/13, G-3/35, G-4/53, G-4/55,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		C-6/21, C-6/34, C-6/40, H-1/21, H-5/9, H-5/9a, H-5/19, H-5/19a, H-5/19b, H-5/23, H-5/30, H-5/32, H-6/26, H-6/27,	C-11/81, C-11/83, C-11/89, C-11/90, C-11/92, C-12/1, C-13/37, C-13/40, C-13/41, C-13/42, C-13/48, C-13/52, C-17/24, C-17/28, C-17/30, C-17/32, C-17/33, C-17/42, C-17/47, C-17/81, C-17/84, D-2/45, D-2/46, D-2/51, D-6/25, D-6/33, D-7/23, D-7/93, D-7/94, D-7/95, D-7/101, D-7/106, D-7/109, D-8/1,	G-4/67, G-4/112, G-4/133, G-4/143, G-5/6, G-6/20, G-6/41, G-6/54, G-6/70, G-6/87, G-6/151, G-6/157, G-6/171, G-6/176, G-6/182, H-1/82, H-1/87, H-1/88, H-1/90, H-1/91, H-2/43, H-2/44, H-3/29, H-3/34, H-3/48, H-4/90, H-4/98, H-6/61, H-6/83,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		H-6/37, H-6/38, H-6/40, H-6/48, H-6/54, H-6/60a, H-6/71a, H-7/21	D-8/4, D-8/6, D-8/11, D-8/15, D-8/18, E-2/18, E-2/115, E-2/116, E-2/120, E-2/123, E-2/124, E-5/24, E-5/26, E-5/30, E-5/36, E-5/55, F-5/9, G-2/8, G-2/20, G-2/22, G-2/30, G-2/33, G-2/35, G-2/46, G-2/65, G-2/66, G-2/67, G-2/69, G-2/70, G-2/85, G-2/87, G-2/91, G-2/101, G-2/111, G-2/120, G-2/145, G-3/1, G-3/2, G-3/3, G-3/6, G-3/9, G-3/11, G-3/26, G-3/31, G-3/32, G-3/36, G-3/39, G-3/45, G-3/47,	H-7/44a, H-7/104, H-7/140, A-1/49, A-1/50, A-1/51, A-1/52, A-1/54, A-2/48, A-2/49, A-3/4, A-3/8, A-12/39, A-12/48, B-2/32, B-2/63, B-8/82, B-9/5, B-9/13, B-9/26, B-9/28, B-9/81, B-9/82, B-9/84, B-9/93, B-14/73, B-17/20, B-17/32, B-17/36,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			G-3/57, G-3/61, G-4/2, G-4/27, G-4/31, G-4/35, G-4/40, G-4/49, G-4/50, G-4/51, G-4/52, G-4/57, G-4/127, G-4/136, G-5/1, G-6/31, G-6/37, G-6/38, G-6/46, G-6/51, G-6/66, G-6/153, G-6/173, H-1/79, H-1/84, H-1/85, H-2/24, H-2/25, H-2/26, H-2/27, H-2/29, H-3/5, H-3/12, H-3/13, H-3/14, H-3/15, H-3/22, H-3/25, H-3/26, H-3/30, H-3/37, H-3/51, H-4/6, H-4/12, H-4/15, H-4/21, H-4/22, H-4/23, H-4/24, H-4/25, H-4/29, H-4/30, H-4/31, H-4/39, H-4/64,	B-17/57, B-17/77, B-17/110, B-17/111, B-18/10, B-18/33, B-18/35, B-18/38, B-18/42, B-18/51, B-18/58, B-18/61, B-20/219, B-20/219a, B-20/225, B-20/227, B-20/235, B-20/236, B-20/238, B-20/245, B-20/250, B-20/252, B-20/265, B-20/266, B-21/88, B-21/89, B-21/91, B-21/92, B-21/97,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			H-4/78, H-4/86, H-4/87, H-4/89, H-6/75, A-3/2, A-12/33, A-12/38, A-12/54, B-2/53, B-2/60, B-8/77, B-8/79, B-8/80, B-8/83, B-9/2, B-9/3, B-9/4, B-9/6, B-9/7, B-9/11, B-9/12, B-9/14, B-9/16, B-9/20, B-9/21, B-9/22, B-9/25, B-9/30, B-9/38, B-9/47, B-9/48, B-9/49, B-9/50, B-9/51, B-9/52, B-9/54, B-9/55, B-9/56, B-9/62, B-9/64, B-9/66, B-9/75, B-9/76, B-9/77, B-9/79, B-9/83, B-9/94, B-9/99, B-9/110, B-9/111, B-14/67,	B-21/99, B-21/101, B-21/103, B-21/104, B-21/115, B-21/116, B-21/120, B-21/122, C-1/3, C-2/2, C-2/13, C-2/40, C-2/111, C-5/31, C-5/32, C-5/34, C-6/7, C-6/9, C-6/13, C-6/14, C-6/15, C-6/16, C-6/17, C-6/18, C-6/19, C-6/23, C-7/2, C-7/8, C-7/20,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-17/23, B-17/31, B-17/33, B-17/35, B-17/42, B-17/43, B-17/44, B-17/51, B-17/56, B-17/107, B-17/114, B-17/115, B-17/116, B-17/117, B-17/118, B-17/119, B-17/120, B-18/27, B-18/28, B-18/29, B-18/43, B-18/49, B-18/53, B-18/64, B-18/69, B-18/70, B-19/11, B-19/42, B-19/46,	C-7/22, C-7/26, C-7/29, C-7/32, C-7/38, C-7/45, C-7/48, C-7/51, C-7/68, C-7/70, C-9/29, C-9/60, C-9/64, C-9/82, C-9/89, C-9/93, C-11/11, C-11/14, C-11/29, C-11/30, C-11/31, C-11/32, C-11/33, C-11/34, C-11/39, C-11/49, C-11/69, C-11/74, C-11/75,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-19/73, B-20/155, B-20/158, B-20/219b, B-20/223, B-20/224, B-20/226, B-20/231, B-20/240, B-20/241, B-20/248, B-20/251, B-20/254, B-20/255, B-20/261, B-20/262, B-20/263, B-20/264, B-20/268, B-20/269, B-20/270, B-20/271, B-21/90, B-21/93, B-21/94, B-21/95, B-21/96, B-21/98, B-21/100,	C-11/79, C-11/84, C-11/87, C-11/94, C-11/95, C-12/2, C-12/5, C-12/7, C-12/9, C-12/17, C-12/18, C-12/19, C-12/21, C-12/23, C-12/44, C-17/44, C-17/51, C-17/75, C-17/95, C-17/107, C-17/112, D-3/11, D-3/13, D-3/16, D-3/23, D-3/24, D-3/45, D-3/49, D-3/51,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-21/102, B-21/105, B-21/106, B-21/107, B-21/108, B-21/109, B-21/110, B-21/111, B-21/112, B-21/113, B-21/114, B-21/117, B-21/118, B-21/119, B-21/121, B-21/123, C-1/1, C-1/2, C-1/4, C-2/1, C-2/3, C-2/4, C-2/8, C-2/9, C-2/11, C-2/12, C-2/18, C-2/22, C-2/31, C-2/32, C-2/37, C-2/38, C-2/39, C-2/41, C-5/33, C-6/2, C-6/3, C-6/6, C-6/8, C-6/10, C-6/22, C-7/3,	D-3/52, D-3/64, D-3/71, D-3/73, D-5/9, D-5/11, D-6/9, D-6/31, D-6/35, D-6/44, D-6/53, D-6/57, D-6/59, D-6/61, D-6/63, D-6/65, D-7/5, D-7/21, D-7/25, D-8/5, D-8/12, D-8/17, D-8/19, D-8/21, D-8/24, D-9/10, D-9/14, E-5/25, E-5/31,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-7/9, C-7/17, C-7/18, C-7/21, C-7/25, C-7/35, C-7/49, C-7/57, C-7/60, C-7/69, C-9/1, C-9/3, C-9/4, C-9/6, C-9/8, C-9/9, C-9/12, C-9/13, C-9/65, C-9/69, C-9/73, C-9/90, C-9/92, C-9/94, C-9/96, C-9/99, C-11/27, C-11/28, C-11/47, C-11/50, C-11/52, C-11/53, C-11/58, C-11/59, C-11/60, C-11/62, C-11/62a, C-11/64, C-11/65, C-11/67, C-11/68, C-11/76,	E-5/39, F-5/25, F-5/26, F-6/15, F-6/17, F-7/72, F-8/32, -F-8 /52, F-8/57, F-8/67, F-8/68, F-8/77, F-8/78, F-8/79, F-8/81, F-8/93, F-8/97, F-9/4, F-9/5, F-9/8, F-9/9, F-9/20, F-9/35, F-9/43, F-9/55, F-9/57, F-9/58, F-9/59, F-9/64, F-9/69,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-11/85, C-11/86, C-11/93, C-11/96, C-12/3, C-12/4, C-12/6, C-12/8, C-12/10, C-12/11, C-12/12, C-12/13, C-12/14, C-12/15, C-12/16, C-12/20, C-12/25, C-12/26, C-12/27, C-17/23, C-17/39, C-17/40, C-17/68, C-17/70, C-17/87, C-17/93, C-18/79, C-18/81, C-18/86, C-18/92, C-18/94,	F-9/76, F-9/88, F-9/90, F-9/111, F-9/113, F-9/114, F-9/118, F-9/120, F-10/3, F-10/11, F-10/12, F-10/16, F-10/22, F-10/26, F-10/28, F-10/31, F-10/32, F-10/36, F-10/37, F-10/40, F-10/47, F-10/55, F-10/57, F-10/61, F-10/72, G-1/2, G-1/5, G-1/6, G-1/27,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-18/95, C-18/96, C-18/96a, -D-2/60, D-3/6, D-3/10, D-3/15, D-3/17, D-3/18, D-3/19, D-3/20, D-3/21, D-3/22, D-3/25, D-3/48, D-3/56, D-3/58, D-3/60, D-3/63, D-3/65, D-3/66, D-3/67, D-3/68, D-3/69, D-3/70, D-3/72, D-5/2, D-5/10, D-5/25, D-5/26, D-5/31, D-6/36, D-6/37, D-6/39, D-6/40, D-6/41, D-6/42, D-6/43, D-6/45, D-6/46, D-6/54, D-6/55, D-6/56, D-6/58, D-6/60, D-6/62, D-7/4, D-7/6, D-7/7, D-7/8, D-7/9, D-7/12, D-7/18, D-7/19, D-7/20,	G-1/29, G-1/32, G-1/34, G-1/35, G-1/36, G-1/37, G-1/39, G-3/15, G-3/22, G-3/28, G-3/29, G-3/30, G-3/33, G-3/34, G-3/37, G-3/40, G-3/43, G-3/48, G-3/56, G-3/64, G-4/3, G-4/16, G-4/18, G-4/23, G-4/25, G-4/63, G-4/70, G-4/73, G-4/75,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			D-7/22, D-7/35, D-7/36, D-7/39, D-7/43, D-8/2, D-8/9, D-8/13, D-8/16, D-8/20, D-8/22, D-8/23, D-9/1, D-9/2, D-9/7, D-9/9, D-9/11, D-9/12, D-9/13, D-9/15, D-9/16, D-9/29, D-9/32, E-2/17, E-3/28, F-5/24, F-5/30, F-6/10, F-6/14, F-6/20, F-7/76, F-8/3, F-8/5, F-8/7, F-8/9, F-8/11, F-8/12, F-8/15, F-8/17, F-8/18, F-8/22, F-8/23, F-8/24, F-8/25, F-8/26, F-8/27, F-8/28, F-8/29, F-8/30, F-8/31, F-8/33, F-8/36, F-8/37, F-8/47, F-8/51, F-8/54, F-8/65, F-8/66,	G-4/76, G-4/82, G-4/87, G-4/131, G-4/137, G-4/141, G-4/145, G-5/4, G-5/75, G-5/77, G-5/78, G-5/80, G-5/88, G-5/90, G-6/3, G-6/6, G-6/29, G-6/127, G-6/137, G-6/141, G-6/142, G-6/161, G-6/166, G-6/179, G-6/181, G-6/186, H-1/19, H-1/25, H-1/29,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			F-8/74, F-8/104, F-9/1, F-9/2, F-9/10, F-9/12, F-9/13, F-9/14, F-9/15, F-9/17, F-9/24, F-9/26, F-9/27, F-9/28, F-9/29, F-9/31, F-9/32, F-9/36, F-9/37, F-9/39, F-9/40, F-9/42, F-9/48, F-9/49, F-9/51, F-9/56, F-9/67, F-9/81, F-9/84, F-9/85, F-9/86, F-9/87, F-9/89, F-9/92, F-9/93, F-9/95, F-9/104, F-9/112, F-9/115, F-9/116, F-9/117, F-10/1, F-10/2, F-10/4, F-10/5, F-10/6, F-10/7, F-10/8, F-10/9, F-10/10, F-10/13, F-10/14,	H-1/30, H-1/33, H-1/34, H-1/38, H-1/45, -H-1/49, H-1/53, H-1/55, H-1/56, H-1/60, H-1/61, H-1/62, H-1/65, H-1/66, H-1/73, H-1/89, H-1/95, H-1/97, H-1b/1, H-1b/2, H-1b/3, H-1b/5, H-1b/8, H-2/5, H-2/6, H-2/7, H-2/10, H-2/11, H-2/28,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			F-10/15, F-10/17, F-10/18, F-10/19, F-10/20, F-10/21, F-10/23, F-10/24, F-10/25, F-10/33, F-10/35, F-10/49, F-10/54, F-10/56, F-10/58, F-10/62, F-10/63, F-10/64, F-10/65, F-10/68, F-10/69, G-1/19, G-1/22, G-1/23, G-1/24, G-1/25, G-1/26, G-1/30, G-1/33, G-1/38, G-3/7, G-3/8, G-3/12, G-3/14, G-3/21, G-3/23, G-3/27,	H-2/34, H-2/35, H-2/38, H-2/39, H-2/41, H-2/51, H-3/4, H-3/11, H-3/23, H-3/36, H-3/41, H-3/59, H-4/8, H-4/11, H-4/128, H-5/6, H-5/8, H-5/28, H-6/47, H-6/52, H-6/82, H-7/17, H-7/22, H-7/56, H-7/88, H-7/134, H-7/141				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			G-3/38, G-3/41, G-3/42, G-3/44, G-3/46, G-3/49, G-3/50, G-3/53, G-3/59, G-3/66, G-4/1, G-4/26, G-4/60, G-4/61, G-4/62, G-4/69, G-4/77, G-4/80, G-4/86, G-4/89, G-4/107, G-4/108, G-4/116, G-4/124, G-4/125, G-4/144, G-5/68, G-5/69, G-5/76, G-5/79, G-5/89, G-6/1, G-6/5, G-6/8, G-6/12, G-6/17, G-6/30, G-6/33, G-6/47, G-6/131, G-6/132, G-6/133, G-6/169, G-6/178, G-6/180,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			G-6/187, G-6/188, G-6/191, H-1/15, H-1/17, H-1/26, H-1/31, H-1/32, H-1/35, H-1/37, H-1/40, H-1/42, H-1/43, H-1/44, H-1/46, H-1/51, H-1/54, H-1/63, H-1/64, H-1/67, H-1/68, H-1/69, H-1/94, H-1/96, H-1a/18, H-1b/4, H-1b/6, H-1b/7, H-1b/16, H-1b/17, H-1b/18, H-1b/19, H-1b/20, H-1b/21, H-2/2, H-2/3, H-2/8, H-2/9, H-2/30, H-2/31, H-2/32, H-2/33, H-2/36, H-2/37, H-2/40, H-3/3, H-3/7,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			H-3/9, H-3/10, H-3/16, H-3/17, H-3/18, H-3/19, H-3/20, H-3/21, H-3/24, H-3/27, H-3/31, H-3/32, H-3/35, H-3/38, H-3/39, H-3/40, H-3/42, H-3/43, H-3/44, H-3/45, H-3/46, H-3/47, H-3/49, H-3/50, H-3/52, H-3/53, H-3/54, H-3/55, H-3/58, H-3/61, H-3/62, H-4/1, H-4/2, H-4/3, H-4/4, H-4/5, H-4/7, H-4/9, H-4/10, H-4/13, H-4/14, H-4/50, H-4/60, H-4/77, H-4/79, H-4/123, H-4/129, H-4/131, H-4/135, H-5/1, H-5/3, H-5/7,					

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
				H-5/21, H-6/76, H-7/72					
5	Conrad Energy Ltd	N/A	N/A	G-3/3, G-3/6, G-3/7, G-3/21, G-3/26, G-3/27, G-3/31, G-3/32, G-3/36, G-3/38, G-3/39, G-3/41, G-3/42, G-3/44, G-3/45, G-3/46, G-3/47, G-3/49, G-3/50, G-3/53, G-3/57, G-3/59, G-3/66---	G-3/22, G-3/28, G-3/29, G-3/30, G-3/33, G-3/34, G-3/35, G-3/37, G-3/40, G-3/43, G-3/48, G-3/56	There are standard protective provisions for the benefit of electricity undertakers at Schedule 16, Part 1. Status: No further protective provisions to be submitted.	Not currently required.	Latest contact on week commencing 10th February, providing CAD drawing. SoCG provided week commencing 2nd February. On the 4th March contact was made with Conrad energy regarding the request for a layout drawing and calculations for anticipated losses to Conrad. Conrad Energy replied on 5th March stating they will come back to us in approximately 2 weeks when they have documentation ready to send over. Drawings were received on 29 April which are under review and further financial information is awaited from Conrad Energy. The parties are in discussions regarding	Both

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
								heads of terms for a side agreement. An undertaking was provided to Conrad Energy's solicitors on 7 July 2026 in relation to the legal agreement. An initial list of issues has been received from Conrad Energy's solicitor to input into the draft heads of terms and the Applicant is considering these further in order to progress these. **Status: No Bespoke PP's requested.**	
6	Eastern Power Networks plc (UKPN)	A-1/2, A-1/56, B-20/221, C-14/126, C-14/127	A-1/56, A-1/58, A-1/59, B-20/188, B-20/198, B-20/202,	A-1/13, A-1/22, A-1/23, A-1/24, A-1/25, A-1/25a, A-1/26, A-1/27, A-1/29, A-1/30, A-1/35, A-2/1, A-2/6, A-2/15, A-2/19, A-2/21, A-2/28, A-2/29, A-2/33, A-2/35, A-2/40, A-2/46,	A-1/47, A-1/53, A-2/22, A-2/31, A-4/12, A-4/13, A-8/55, B-2/1, B-2/4, B-2/5, B-2/9, B-2/29,	There are standard protective provisions for the benefit of electricity undertakers at Schedule 16, Part 1. **Status:** No further protective provisions to be submitted.	An overarching agreement is currently under negotiation.	Discussions between the parties over diversions, design and collaboration have been ongoing for a number of years. The draft Overarching Agreement was issued to UKPN in January 2026 for comment. A meeting was held on 5th March and EPN returned their comments on the	Both.

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		B-20/ 203, B-20/ 218, B-20/ 230, B-21/ 33, B-21/ 69, B-21/ 80, B-21/ 83, C-14/ 1, C-14/ 103, C-14/ 110, C-14/ 118a, C-14/ 121, C-14/ 125, C-15/ 1, C-15/	A-3/18, A-3/23, A-3/26, A-3/33, A-4/17, A-4/21, A-4/23, A-4/24, A-4/58, A-4/60, A-4/61, A-4/65, A-4/68, A-4/69, A-4/71, A-4/72, A-4/73, A-4/80, A-4/82, A-4/84, A-4/87, A-4/91, A-4/93, A-4/98, A-4/101, A-4/112, A-4/114, A-4/116, A-4/118, A-4/122, A-4/126, A-4/127, A-4/130, A-4/131, A-4/132, A-4/138, A-5/4, A-5/18, A-5/19, A-5/20, A-5/42, A-5/47, A-5/65, A-5/72, A-5/74, A-5/77, A-5/80,	B-2/63, B-2/72, B-2/75, B-2/77, B-2/88, B-2/92, B-2/116, B-2/117, B-2/136, B-3/3, B-3/3a, B-3/4, B-3/26, B-3/29, B-3/30, B-3/43, B-3/44, B-3/94, B-4/1, B-4/11, B-4/53, B-4/54, B-5/59, B-5/62, B-5/69, B-5/73, B-5/75, B-5/80, B-5/81,			documentation on 27th March. The Applicant is reviewing EPN's position and a further meeting was held on 24 April to discuss. The applicant returned an updated draft on 21 May. A further all parties meeting took place on Monday 8 June to progress the outstanding commercial matters. EPN returned most of the revised drafting on the 19 June, with further comments expected on the 6 July. Further comments were received from EPN on 8 July. The Applicant returned a revised draft to EPN on 17 July and is seeking to set up a further all-parties meeting to progress the outstanding items. It is anticipated that this documentation will be concluded as close as	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		2, C-15/56, C-15/57, C-16/1, C-16/17a, D-4/41, H-1/21, H-4/132, H-4/142, H-5/2, H-5/4, H-5/9, H-5/9a, H-5/13, H-5/14, H-5/15, H-5/18, H-5/44, H-5/52	A-5/83, A-6/29, A-6/30, A-6/35, A-6/37, A-7/21, A-7/29, A-7/41, A-7/42, A-7/48, A-7/56, A-7/58, A-7/61, A-7/62, A-8/13, A-8/16, A-8/17, A-8/20, A-8/28, A-8/30, A-8/31, A-8/33, A-8/42, A-8/48, A-8/49, A-8/54, A-8/76, A-8/81, A-8/91, A-8/92, A-8/96, A-8/99, A-9/16, A-9/17, A-9/18, A-9/21, A-9/23, A-9/65, A-9/68, A-9/69, A-9/71, A-9/72, A-9/73, A-9/75, A-10/14, A-10/15, A-10/18, A-11/36, A-11/41, A-11/43, A-11/44,	B-5/82, B-6/51, B-6/54, B-8/76, B-8/84, B-9/27, B-12/94, B-12/96, B-12/106, B-12/112, B-13/5, B-13/10, B-13/19, B-13/21, B-13/46, B-13/47, B-13/55, B-14/11, B-14/57, B-14/65, B-14/66, B-14/88, B-14/89, B-14/94, B-14/95, B-14/98, B-14/106, B-14/107, B-14/109,			possible to the close of the Examination. **Status: PP's in Part 1 of Schedule 16 in the order for EPN's benefit. No bespoke PP's requested.**	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		4, H-5/30, H-5/34, H-5/41, H-5/47, H-5/52, H-5/56, A-1/1, B-20/159, B-20/160, B-20/161, B-20/162, B-20/164, B-20/166, B-20/170, B-20/	A-11/50, A-12/1, A-12/3, A-12/8, A-12/9, A-12/12, A-12/20, A-13/29, A-13/31, A-13/41, A-13/44, A-13/45, A-13/55, A-13/115, A-13/123, A-13/128, A-13/129, A-13/134, A-13/136, A-13/138, A-13/140, A-13/141, A-13/147, A-13/154, A-13/155, B-1/13, B-1/18, B-1/19, B-1/22, B-1/42, B-1/44, B-1/45, B-2/2, B-2/3, B-2/6, B-2/12, B-2/13,	B-15/1, B-16/40, B-16/90, B-16/109, B-16/113, B-16/123, B-16/130, B-16/131, B-16/132, B-17/8, B-17/16, B-17/18, B-17/20, B-17/21, B-17/55, B-17/59, B-17/60, B-17/62, B-17/69, B-17/77, B-18/8, B-18/9, B-18/10, B-18/11, B-18/19, B-18/20, B-18/22, B-18/32, B-18/33,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		176, B-20/181, B-20/183, B-20/185, B-20/193, B-20/208, B-20/215, B-20/216, B-21/74, B-21/77, B-21/78, B-21/84, D-3/1, H-5/4 6, H-5/4 9, H-5/5	B-2/15, B-2/18, B-2/23, B-2/24, B-2/25, B-2/27, B-2/39, B-2/53, B-2/55, B-2/60, B-2/128, B-3/31, B-3/37, B-3/38, B-3/92, B-3/119, B-3/120, B-3/122, B-4/3, B-4/22, B-4/26, B-4/28, B-4/29, B-4/30, B-4/32, B-4/33, B-4/38, B-4/39, B-4/78, B-4/79, B-5/2, B-5/20, B-5/25, B-5/26, B-5/33, B-5/34, B-5/35, B-5/46, B-5/53, B-5/57, B-5/60, B-5/66, B-5/67, B-5/71, B-5/74, B-5/79, B-6/32, B-6/33, B-6/34, B-6/35, B-6/46, B-6/56, B-6/60, B-6/103,	B-18/34, B-18/38, B-18/42, B-18/51, B-18/52, B-18/56, B-18/57, B-18/72, B-19/102, B-19/103, B-19/106, B-20/27, B-20/39, B-20/43, B-20/44, B-20/47, B-20/51, B-20/61, B-20/63, B-20/72, B-20/80, B-20/82, B-20/174, B-20/182, B-20/189, B-20/194, B-20/200, B-20/228, B-20/232,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		1, H-5/60, H-5/62, C-14/122, C-14/123, B-21/76, C-16/23a, C-16/33, C-16/36a	B-6/104, B-6/105, B-6/107, B-6/109, B-8/44, B-8/46, B-8/47, B-8/48, B-8/49, B-8/50, B-8/58, B-8/59, B-8/66, B-8/67, B-8/75, B-8/80, B-9/3, B-9/4, B-9/9, B-9/10, B-9/11, B-9/16, B-9/17, B-9/18, B-9/21, B-9/22, B-9/33, B-9/34, B-9/37, B-9/40, B-9/47, B-9/50, B-9/52, B-9/54, B-9/55, B-9/56, B-9/135, B-9/136, B-10/2, B-10/16, B-10/22, B-10/47, B-10/48, B-10/49, B-10/52,	B-20/234, B-20/235, B-20/238, B-20/239, B-20/246, B-20/247, B-20/265, B-20/266, B-21/92, B-21/97, B-21/99, B-21/104, B-21/115, B-21/116, B-21/120, B-21/125, C-1/20, C-2/2, C-2/5, C-2/7, C-2/24, C-2/26, C-2/27, C-2/62, C-2/66, C-2/92, C-2/94, C-2/100, C-2/103,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-10/53, B-10/54, B-10/56, B-10/58, B-11/50, B-11/58, B-11/63, B-11/77, B-11/78, B-11/80, B-12/1, B-12/40, B-12/49, B-12/52, B-12/57, B-12/65, B-12/70, B-12/77, B-12/81, B-12/86, B-12/89, B-12/99, B-12/100, B-12/110, B-13/12, B-13/13, B-13/14, B-13/20, B-13/22,	C-2/105, C-2/106, C-2/112, C-2/113, C-2/115, C-2/119, C-2/122, C-2/123, C-3/1, C-3/21, C-3/55, C-3/57, C-3/59, C-3/65, C-3/70, C-8/23, C-8/31, C-11/10, C-11/16, C-11/34, C-11/37, C-12/42, C-12/45, C-12/56, C-13/22, C-13/44, C-14/90, C-16/17, C-17/78,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-13/30, B-13/33, B-13/35, B-13/42, B-13/51, B-14/6, B-14/7, B-14/8, B-14/14, B-14/29, B-14/30, B-14/32, B-14/36, B-14/38, B-14/42, B-14/47, B-14/62, B-14/67, B-14/69, B-14/70, B-14/72, B-14/76, B-14/86, B-14/102, B-14/103, B-15/2, B-15/3, B-15/5, B-15/6, B-15/40, B-16/5, B-16/11,	D-1/27, D-2/31, D-2/35, D-6/7, D-6/8, D-6/61, D-7/117, D-7/120, D-9/68, E-1/87, E-2/2, E-2/6, E-2/8, E-2/11, E-2/12, E-2/98, E-3/42, E-3/46, E-3/59, E-5/65, E-5/81, E-5/86, E-5/87, E-5/88, E-7/47, E-7/53, E-7/58, E-8/6, E-8/10,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-16/16, B-16/25, B-16/27, B-16/41, B-16/42, B-16/43, B-16/44, B-16/45, B-16/47, B-16/62, B-16/66, B-16/71, B-16/73, B-16/75, B-16/76, B-16/77, B-16/100, B-16/119, B-16/120, B-16/125, B-16/133, B-17/1, B-17/3, B-17/15, B-17/19, B-17/22, B-17/23, B-17/39, B-17/42, B-17/44,	E-8/14, F-1/62, F-1/63, F-1/65, F-1/72, F-1/92, F-1/93, F-3/49, F-6/4, F-7/41, F-7/50, F-7/55, F-7/80, F-7/81, F-9/57, F-9/66, F-9/68, F-9/69, F-9/76, G-2/45, G-2/112, G-4/4, G-4/14, G-4/17, G-4/18, G-4/23, G-4/48, G-4/53, G-4/55,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-17/48, B-17/49, B-17/50, B-17/63, B-17/64, B-17/74, B-17/83, B-17/84, B-17/85, B-17/86, B-17/89, B-17/91, B-17/95, B-17/97, B-17/106, B-17/113, B-17/115, B-17/118, B-17/119, B-17/120, B-18/3, B-18/5, B-18/27, B-18/29, B-18/44, B-18/47, B-18/49, B-18/50, B-18/78, B-18/87,	G-4/56, G-4/68, G-4/70, G-4/74, G-4/82, G-4/90, G-4/96, G-4/99, G-4/111, G-4/112, G-4/133, G-4/143, G-6/80, G-6/81, G-6/82, G-6/84, G-6/86, G-6/87, G-6/89, G-6/110, G-6/112, G-6/119, G-6/126, G-6/127, G-6/190, H-1/19, H-1/23, H-1/25, H-1/27,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-18/89, B-18/96, B-18/113, B-18/119, B-18/126, B-18/127, B-19/5, B-19/38, B-19/43, B-19/44, B-19/46, B-19/61, B-19/71, B-19/81, B-19/82, B-19/84, B-19/85, B-19/88, B-19/92, B-19/95, B-19/96, B-19/97, B-19/100, B-19/111, B-19/119, B-19/123, B-19/129, B-20/3, B-20/12,	H-1/29, H-1/34, H-1/36, H-1/56, H-1/61, H-1/81, H-1/88, H-1/89, H-1/95, H-1/97, H-1b/2, H-2/22, H-2/34, H-4/26a, H-4/32, H-4/33, H-4/98, H-4/99, H-4/100, H-4/102, H-4/104, H-4/106, H-4/107, H-4/112, H-4/136, H-5/6, H-5/8, H-5/20, H-5/27,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-20/16, B-20/20, B-20/21, B-20/24, B-20/25, B-20/29, B-20/30, B-20/33, B-20/34, B-20/40, B-20/57, B-20/59, B-20/66, B-20/69, B-20/73, B-20/76, B-20/84, B-20/87, B-20/88, B-20/90, B-20/92, B-20/117, B-20/124, B-20/125, B-20/133, B-20/138, B-20/139, B-20/140, B-20/142,	H-5/39, H-5/50, H-5/125, A-1/5, A-1/9, A-1/10, A-1/18, A-1/19, A-1/48, A-1/49, A-1/50, A-1/51, A-1/52, A-1/54, A-5/51, A-5/55, A-5/62, A-5/69, A-5/70, A-13/85, A-13/88, A-13/90, A-13/93, A-13/99, B-2/32, B-2/86, B-2/107, B-3/48, B-11/10,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-20/144, B-20/145, B-20/147, B-20/151, B-20/155, B-20/157, B-20/179, B-20/190, B-20/195, B-20/223, B-20/231, B-20/233, B-20/241, B-20/242, B-20/243, B-20/251, B-20/253, B-20/254, B-20/259, B-20/260, B-20/263, B-20/264, B-20/269, B-21/94, B-21/95, B-21/98, B-21/100, B-21/105, B-21/106,	B-11/11, B-11/12, B-11/25, B-11/26, B-11/28, B-11/30, B-11/32, B-11/35, B-12/12, B-12/22, B-12/23, B-12/29, B-12/47, B-12/58, B-12/59, B-12/60, B-12/67, B-12/71, B-12/74, B-12/76, B-12/105, B-12/111, B-13/18, B-13/26, B-13/27, B-13/29, B-13/32, B-13/37, B-13/40,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-21/107, B-21/108, B-21/110, B-21/111, B-21/112, B-21/117, B-21/118, B-21/119, C-1/7, C-1/8, C-2/30, C-2/31, C-2/32, C-2/63, C-2/104, C-2/129, C-2/133, C-2/135, C-3/13, C-3/14, C-3/18, C-3/25, C-3/29, C-3/52, C-3/54, C-3/60, C-3/66, C-3/68, C-3/69, C-3/72, C-3/75, C-3/107, C-3/108, C-3/109, C-3/110, C-3/111, C-3/113, C-3/116,	B-13/41, B-13/43, B-13/61, B-13/63, B-13/64, B-14/3, B-14/4, B-14/9, B-14/15, B-14/17, B-14/19, B-17/58, B-17/61, B-17/66, B-17/76, B-20/108, B-20/114, B-20/136, B-20/149, B-20/152, B-20/156, B-20/172, B-20/173, B-20/177, B-20/180, B-20/186, B-20/196, B-20/197, B-20/204,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-4/46, C-4/47, C-4/48, C-4/50, C-4/55, C-4/56, C-4/58, C-4/60, C-5/1, C-5/4, C-5/6, C-5/10, C-7/12, C-7/13, C-7/17, C-7/17a, C-7/25, C-7/55, C-7/60, C-9/3, C-9/4, C-9/9, C-9/10, C-9/11, C-9/12, C-9/15, C-9/22, C-9/27, C-9/47, C-9/51, C-10/1, C-11/41, C-11/42, C-11/48, C-11/50, C-11/54, C-11/55, C-11/58, C-11/62, C-11/62a, C-11/63, C-11/64, C-11/77,	B-20/205, B-20/213, B-20/214, B-20/217, B-20/222, B-20/229, B-20/237, B-20/244, B-20/249, B-21/87, C-3/58, C-12/58, C-12/59, C-12/80, C-12/81, D-3/11, D-3/13, D-3/16, D-3/23, D-3/24, D-5/9, D-5/11, D-7/30, D-7/32, D-7/46, D-7/53, D-7/56, D-7/57, D-7/65,			

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-11/78, C-11/80, C-11/81, C-11/83, C-11/86, C-12/3, C-12/4, C-12/13, C-12/14, C-12/70, C-12/71, C-12/77, C-12/88, C-12/93, C-12/94, C-13/6, C-13/12, C-13/19, C-13/20, C-13/23, C-13/26, C-13/27, C-13/32, C-13/33, C-13/36, C-13/40, C-13/45, C-13/48, C-13/56, C-13/56a,	D-7/66, D-7/74, D-7/104, D-7/105, D-7/113, D-7/116, D-7/122, D-8/3, E-4/1, E-4/7, E-4/9, E-4/11, E-4/14, E-4/94, E-5/5, E-5/6, E-5/11, E-5/13, E-5/16, E-5/39, E-5/50, E-5/51, E-5/56, E-5/68, E-5/70, E-5/83, E-5/84, E-5/96, E-5/99,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-13/74, C-13/78a, C-13/96, C-13/101, C-13/102, C-13/137, C-13/143, C-13/146, C-13/147, C-13/149, C-13/156, C-13/157, C-13/158, C-13/159, C-13/169, C-13/194, C-13/200, C-13/202, C-13/203, C-13/207, C-14/21, C-14/23, C-14/31, C-14/32, C-14/33, C-14/34, C-14/35, C-14/37, C-14/47,	E-5/101, E-5/104, E-5/111, E-5/116, E-5/118, E-5/121, E-6/3, E-6/4, E-6/5, E-6/6, E-6/8, E-6/11, E-6/12, E-6/13, F-3/58, F-3/62, F-3/101, F-8/77, F-8/78, F-8/81, F-8/93, F-8/97, F-9/4, F-9/8, F-9/9, G-2/95, G-2/98, G-4/16, G-5/14,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-14/49, C-14/59, C-14/60, C-14/64, C-14/65, C-14/66, C-14/68, C-14/69, C-14/70, C-14/72, C-14/74, C-14/76, C-14/81, C-14/87, C-14/91, C-14/93, C-14/94, C-14/95, C-14/96, C-14/104, C-14/105, C-14/108, C-15/54, C-15/55, C-15/58, C-15/59, C-17/4, C-17/5, C-17/11, C-17/12,	G-5/21, G-5/22, G-5/23, G-5/25, G-5/26, G-5/75, G-5/77, G-5/78, G-5/80, G-5/88, G-5/90, G-6/3, G-6/6, G-6/29, G-6/137, G-6/141, G-6/142, G-6/161, G-6/166, H-1/14, H-1/18, H-1/30, H-1/33, H-1/38, H-1/45, H-1/49, H-1/53, H-1/96, H-2/16,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-17/13, C-17/14, C-17/69, C-17/70, C-17/72, C-17/79, C-17/80, C-17/82, C-17/94, C-17/96, C-18/9, C-18/10, C-18/16, C-18/17, C-18/21, C-18/26, C-18/27, C-18/31, C-18/33, C-18/41, C-18/52, C-18/54, C-18/57, C-18/72, C-18/75, C-18/79, C-18/93, C-18/96a, D-1/1, D-1/2,	H-4/90, H-6/47, H-6/52, H-6/77, H-7/17, H-7/56, H-7/73, H-7/94, H-7/141, H-7/165, A-1/57, C-2/93, C-14/5, C-14/25, C-16/23, C-16/26, C-16/30, C-16/36, E-5/25, E-5/27, E-5/31, G-6/120, G-6/136, G-6/139, H-1a/2, A-2/47, A-2/48, A-2/49, A-3/4,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			D-1/28, D-1/35, D-1/37, D-1/56, D-1/59, D-1/67, D-1/68, D-2/27, D-2/32, D-2/38, D-2/39, D-2/40, D-2/42, D-2/43, D-2/48, D-3/17, D-3/18, D-3/19, D-3/21, D-3/25, D-3/26, D-3/33, D-3/36, D-3/37, D-3/44, D-3/57, D-3/58, D-3/63, D-3/65, D-3/66, D-3/68, D-3/69, D-3/70, D-4/6, D-4/19, D-4/55, D-4/56, D-4/59, D-4/73, D-4/95, D-4/97, D-5/37, D-5/40, D-5/41, D-5/42, D-5/46, D-5/49, D-5/65, D-6/2, D-6/5, D-6/36, D-6/40, D-6/47, D-6/50, D-6/51, D-6/60, D-6/62, D-7/7,	A-3/8, B-2/10, B-2/101, B-2/106, B-13/50, B-13/54, B-13/58, B-14/73, B-20/219, B-20/225, B-20/227, B-20/236, B-20/245, B-20/250, B-20/252, B-21/88, B-21/89, B-21/91, B-21/101, B-21/103, B-21/122, C-1/3, C-2/13, C-2/40, C-3/39, C-3/45, C-3/49, C-3/51, C-3/90,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			D-7/17, D-7/20, D-7/33, D-7/34, D-7/59, D-7/64, D-7/77, D-7/80, D-7/81, D-7/85, D-7/86, D-7/90, D-7/93, D-7/96, D-7/97, D-7/112, D-7/115, D-7/119, D-7/124, D-7/125, D-8/9, D-8/22, D-8/25, D-9/2, D-9/4, D-9/6, D-9/7, D-9/12, D-9/31, D-9/46, D-9/48, D-9/66, D-9/67, D-9/69, D-9/72, D-9/73, D-9/79, D-9/81, E-1/17, E-1/49, E-1/50, E-1/67, E-1/75, E-1/89, E-1/91, E-2/4, E-2/20, E-3/1, E-3/3, E-3/5, E-3/6, E-3/8, E-3/15,	C-3/95, C-3/97, C-3/101, F-5/55, G-4/141				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			E-3/35, E-3/36, E-3/37, E-3/39, E-3/51, E-3/52, E-3/53, E-3/55, E-3/56, E-3/66, E-3/70, E-3/71, E-3/98, E-3/101, E-3/102, E-3/106, E-3/108, E-4/19, E-4/20, E-4/22, E-4/23, E-4/24, E-4/29, E-4/63, E-4/65, E-4/69, E-4/74, E-4/76, E-4/77, E-4/78, E-4/91, E-5/1, E-5/7, E-5/8, E-5/9, E-5/33, E-5/42, E-5/46, E-5/47, E-5/63, E-5/66, E-5/76, E-5/80, E-5/85, E-5/94, E-5/95, E-5/103, E-5/113, E-6/14, E-6/15,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			E-6/17, E-6/23, E-6/30, E-6/32, E-7/16, E-7/18, E-7/20, E-7/21, E-7/22, E-7/25, E-7/30, E-7/32, E-7/33, E-7/34, E-7/48, E-7/51, E-7/54, E-7/55, E-7/56, E-8/8, F-1/14, F-1/18, F-1/32, F-1/77, F-1/78, F-1/85, F-2/17, F-2/21, F-2/31, F-2/44, F-3/73, F-3/78, F-3/81, F-3/85, F-3/97, F-4/8, F-4/13, F-4/15, F-4/16, F-4/17, F-4/18, F-4/20, F-4/22, F-5/6, F-5/8, F-5/11, F-5/13, F-6/5, F-6/7, F-6/11, F-6/35, F-6/38, F-6/44, F-6/52, F-6/57, F-6/63, F-7/67, F-8/17,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			F-8/19, F-8/25, F-8/26, F-9/12, F-9/14, F-9/26, F-9/29, F-9/60, F-9/67, F-9/71, F-9/75, F-9/81, F-9/87, F-9/91, F-9/94, F-9/95, F-9/96, F-9/103, F-9/105, F-10/4, F-10/6, F-10/8, F-10/49, F-10/50, F-10/58, F-10/59, F-10/66, F-10/67, F-10/85, F-10/91, F-10/94, G-1/17, G-1/22, G-1/23, G-1/26, G-2/3, G-2/4, G-2/5, G-2/11, G-2/25, G-2/28, G-2/30, G-2/31, G-2/32, G-2/36, G-2/40, G-2/41, G-2/51, G-2/53,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			G-2/61, G-2/114, G-2/120, G-2/121, G-2/122, G-2/123, G-2/126, G-2/133, G-2/141, G-2/142, G-2/144, G-2/145, G-2/148, G-2/149, G-2/150, G-3/3, G-3/38, G-3/39, G-3/44, G-3/47, G-3/49, G-3/51, G-3/57, G-3/59, G-4/2, G-4/13, G-4/47, G-4/49, G-4/50, G-4/51, G-4/52, G-4/61, G-4/69, G-4/91, G-4/97, G-4/100, G-4/103, G-4/104, G-4/107,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			G-4/110, G-4/116, G-4/124, G-4/126, G-4/128, G-4/135, G-4/136, G-4/144, G-5/20, G-6/12, G-6/17, G-6/36, G-6/37, G-6/38, G-6/40, G-6/52, G-6/97, G-6/111, G-6/116, G-6/122, G-6/125, H-1/15, H-1/26, H-1/31, H-1/32, H-1/35, H-1/37, H-1/41, H-1/93, H-1/94, H-1/96, H-1a/18, H-2/3, H-2/13, H-2/20, H-2/29, H-2/31, H-2/32, H-2/33, H-3/5, H-3/9, H-3/14, H-3/24, H-3/26, H-3/30,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			H-3/32, H-3/42, H-3/46, H-3/50, H-3/53, H-3/55, H-4/3, H-4/6, H-4/23, H-4/25, H-4/27, H-4/29, H-4/31, H-4/34, H-4/35, H-4/39, H-4/50, H-4/89, H-4/95, H-4/116, H-4/119, H-4/121, H-4/122, H-4/125, H-4/129, H-4/138, H-4/141, H-5/12, H-5/17, H-5/21, H-5/22, H-5/25, H-5/54, H-5/120, H-5/122, H-5/127, H-5/129, H-5/141, A-1/3, A-1/8, A-1/11, A-1/14, A-1/15, A-1/20, A-1/32,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			A-5/54, A-5/60, A-5/61, A-5/64, A-5/68, A-5/79, A-5/81, A-5/82, A-7/20, A-7/30, A-13/86, A-13/87, B-1/35, B-2/5a, B-2/7, B-2/11, B-2/30, B-2/42, B-2/94, B-2/108, B-2/110, B-2/111, B-2/112, B-2/113, B-2/114, B-2/124, B-2/127, B-2/132, B-3/10, B-3/12, B-3/21, B-3/23, B-3/28, B-3/32, B-3/33, B-3/34, B-3/35, B-3/36, B-3/40, B-3/41, B-3/46, B-3/47, B-8/7, B-11/4, B-11/5,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-11/22, B-11/27, B-12/18, B-12/30, B-12/32, B-12/34, B-12/38, B-12/43, B-12/44, B-12/46, B-12/48, B-12/51, B-12/54, B-12/66, B-12/68, B-12/69, B-12/72, B-12/73, B-12/75, B-12/98, B-13/16, B-13/23, B-13/24, B-13/25, B-13/28, B-13/31, B-13/34, B-13/36, B-13/44,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-13/45, B-13/62, B-14/1, B-14/2, B-14/5, B-14/10, B-14/12, B-14/13, B-14/16, B-14/18, B-14/20, B-14/21, B-14/22, B-14/23, B-14/25, B-14/27, B-17/52, B-17/53, B-17/54, B-17/65, B-17/67, B-17/70, B-20/107, B-20/109, B-20/113, B-20/115, B-20/116, B-20/118, B-20/119, B-20/121,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-20/135, B-20/137, B-20/143, B-20/148, B-20/150, B-20/153, B-20/154, B-20/191, B-20/209, B-20/220, B-20/257, B-20/258, C-3/56, C-3/62, C-3/71, C-12/57, C-12/78, C-12/82, C-17/106, D-1/51, D-1/52, D-1/57, D-1/62, D-2/1, D-2/60, D-3/6, D-3/10, D-3/15, D-3/20, D-3/22, D-5/2, D-5/10, D-7/15, D-7/23, D-7/24, D-7/26, D-7/29, D-7/31, D-7/38, D-7/49, D-7/51,			

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			D-7/54, D-7/61, D-7/62, D-7/63, D-7/67, D-7/69, D-7/76, D-7/94, D-7/95, D-7/98, D-7/99, D-7/101, D-7/108, D-7/109, D-7/110, D-7/111, D-7/121, D-8/1, D-8/2, D-9/145, E-4/6, E-4/8, E-4/18, E-5/2, E-5/3, E-5/4, E-5/10, E-5/12, E-5/18, E-5/36, E-5/41, E-5/43, E-5/44, E-5/49, E-5/52, E-5/53, E-5/55, E-5/57, E-5/59, E-5/60, E-5/67, E-5/69, E-5/71, E-5/72, E-5/73, E-5/74, E-5/75, E-5/77, E-5/78, E-5/79, E-5/92, E-5/93,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			E-5/98, E-5/100, E-5/102, E-5/105, E-5/106, E-5/107, E-5/108, E-5/110, E-5/114, E-6/1, E-6/2, E-6/9, E-6/10, E-6/16, F-3/25, F-3/59, F-3/84, F-3/89, F-3/98, F-3/99, F-3/100, F-3/103, F-3/104, F-8/74, F-9/1, F-9/10, F-9/15, F-9/17, F-9/27, G-2/96, G-2/111, G-5/10, G-5/15, G-5/17, G-5/19, G-5/24, G-5/68, G-5/69, G-5/76, G-5/79, G-5/89, G-6/1, G-6/5, G-6/8, G-6/30, G-6/33,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			G-6/131, G-6/132, G-6/133, G-6/165, G-6/169, G-6/191, H-1/6, H-1/7, H-1/10, H-1/13, H-1/16, H-1/17, H-1/20, H-1/22, H-1/40, H-1/42, H-1/43, H-1/44, H-1/51, H-2/12, H-3/35, H-3/51, H-4/14, H-4/87, H-4/88, H-4/96, H-5/112, H-7/72, H-7/166, B-14/68, D-9/111, D-9/118, H-1/99, B-5/48, B-17/72, B-17/73, B-17/87, B-17/98, B-17/100, B-17/102,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-17/103, B-17/112, C-2/21, C-3/48, C-3/73, C-3/77, C-13/175, C-13/181, C-13/182, C-14/8, C-14/12, C-14/22, C-14/30, C-14/39, C-14/40, C-14/44, C-14/63, C-18/36, C-18/39, D-2/61, D-2/62, E-5/24, E-5/26, E-5/30, G-6/121, G-6/123, G-6/124, G-6/130, G-6/138, H-1a/1, H-4/120, H-4/30, H-4/60, B-13/48,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-13/49, B-13/52, B-13/53, B-13/56, B-13/57, B-20/219b, B-20/224, B-20/226, B-20/240, B-20/248, B-20/255, B-20/261, B-20/262, B-20/268, B-20/270, B-20/271, B-21/90, B-21/93, B-21/96, B-21/102, B-21/109, B-21/113, B-21/114, B-21/121, B-21/123, C-1/1, C-1/2, C-1/4, C-2/1, C-2/3, C-2/4, C-2/8, C-2/9,					

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
				C-2/11, C-2/12, C-2/18, C-2/21, C-2/22, C-2/37, C-2/38, C-2/39, C-2/41, C-3/78, C-3/91, C-3/93, C-4/63, G-4/30, G-4/43					
7	Equinor UK Limited / Sheringham Shoal and Dudgeon Extensions Projco Limited (SSDEPL)	NA	N/A	A-1/15	[A-1/18]	The parties are seeking to reach an agreement on bespoke protective provisions. The Applicant included a version of these in the dDCO at Deadline 6 and Deadline 7. Following discussions between the parties, the Applicant has included a further amended version at Deadline 8. These are not yet	The Applicant has returned a revised version of the draft side agreement to SSDEPL. Further meetings to discuss the side agreement took place on 22 and 29 July.	Equinor/SSDEPL have indicated PPs to be requested by them, a draft proposal of which were received 18th February. Technical meeting held on 23rd March. The Applicant sent comments on the Heads of Terms proposed by Equinor on 2 April and the PPs on 22 April. A legal meeting took place on 7 May and an all parties meeting took place on 28 May . Draft side agreement and further comments on protective provisions was were sent by the applicant on 29 May. Comments back on	The Applicant understands from Equinor's lawyers that SSDEPL has recently completed an option agreement in relation to two plots within Order limits. The Applicant has not

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
						agreed and discussions are ongoing.		these were received by the Applicant on 27 June 2026. A meeting between lawyers was held on 10 July 2026. Further revised versions of the protective provisions and side agreement were returned by the Applicant on 14 July 2026. Further meetings to discuss the side agreement took place on 22 and 29 July. Discussions are ongoing. **PPs not agreed. Issues in dispute set out in the Appendix.**	reviewed the option agreement but will treat them as a s127/138 party based on the information it currently holds.
8	euNetworks The Loop Limited	N/A	N/A	B-2/73, B-3/12	B-2/68, B-2/77, B-2/105, B-3/3, B-3/3a, B-3/16, B-3/17	There are standard protective provisions for the benefit of operators of electronic communications code networks at Schedule 16,	Not currently required.	03/07/26- SoCG signed and will be submitted at D7 03/08/26 - SoCG signed and submitted at D7	S138

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
						Part 2. **Status:** No further protective provisions to be submitted.			
9	EXA Infrastructure	N/A	H-6/21, H-6/21a, H-6/22, H-6/25, H-6/32, H-6/43, H-6/54, H-6/86, H-6/93, H-6/94	B-2/73, B-2/78, B-3/12, C-13/41a, C-13/42a, C-13/56a, C-13/77a, C-13/78a, C-13/107, G-5/84, G-6/14, H-2/26, H-2/27, H-6/74	B-2/68, B-2/77, B-2/103, B-2/104, B-2/105, B-3/3, B-3/3a, B-3/16, B-3/17, G-5/82, G-5/85, G-6/19, H-2/43, H-2/44, H-6/81, H-6/98, H-6/110	There are standard protective provisions for the benefit of operators of electronic communications code networks at Schedule 16, Part 2. **Status:** No further protective provisions to be submitted.	Not currently required.	3/07/26- SoCG signed and will be submitted at D7 03/08/26 - SoCG signed and submitted at D7 **Summary of Outstanding Issues**: Interactions have been agreed and a SoCG is agreed and signed by both parties.	S138
10	Fulcrum Pipelines Ltd	N/A	N/A	G-6/51, G-6/66, G-6/153, G-6/173,	G-6/41, G-6/54, G-6/86,	There are standard protective	Not currently required.	Latest contact on week commencing 2nd February, providing draft SoCG, GIS	S138

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
				H-1/10, H-1/13, H-1/20, H-1/6, H-1/7, H-1/16	G-6/151, G-6/157, G-6/171, G-6/176, G-6/182, H-1/23	provisions for the benefit of gas undertakers at Schedule 16, Part 1.**Status:** No further protective provisions to be submitted.		shapefile, and interface schedule documenting all interactions. Awaiting comments. An updated statement of common ground was provided on 13 April and the Applicant awaits a response. The Applicant followed up on this on 28 April and 6 May. 03/07/26 - SoCG have been sent to Fulcrum for signatures **Summary of Outstanding issues**: 15/07/26 SoCG has been signed	
11	Gigaclear Limited	N/A	D-3/2	C-10/1, C-10/14, C-10/18, C-10/19, C-10/21, C-10/29, C-10/42, C-11/89, C-11/92, C-11/98,	C-10/22, C-10/41, C-11/2, C-11/3, C-11/4, C-11/5, C-11/8, C-11/18, C-11/24, C-12/30,	There are standard protective provisions for the benefit of operators of electronic communications code networks at Schedule 16,	Not currently required.	Contacted week commencing 2nd February, providing draft SoCG, GIS shapefile, and interface schedule documenting all interactions. Meeting held 19th February and engagement ongoing. **Summary of Outstanding Issues**: Gigaclear do not	S138.

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-12/28, C-12/31, C-12/39, C-12/68, C-12/69, C-12/70, C-12/71, C-12/72, C-12/74, C-12/76, C-12/83, C-12/93, C-12/96, C-17/1, C-17/2, C-17/5, C-17/24, C-17/27, C-17/28, C-17/31, C-17/32, C-17/33, C-17/42, C-17/43, C-17/45, C-17/46, C-17/47, C-17/49, C-18/1, C-18/9, C-18/10,	C-12/42, C-12/60, C-12/62, C-12/63, C-18/38, -- D-1/12, D-1/15, D-1/65, D-2/22, D-2/31, D-2/35, D-3/30, D-3/43, D-3/80, D-3/84, D-3/89, D-3/92, D-4/21, D-4/23, D-4/25, D-4/34, E-1/1, E-1/2, E-1/26, E-1/48, E-4/46, E-7/35, E-7/37,	Part 2. **Status**: No further protective provisions to be submitted.		wish to enter into a SoCG and have indicated they will rely on the PP's in the Order.	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-18/21, C-18/31, C-18/60, D-1/1, D-1/37, D-1/40, D-1/41, D-1/43, D-1/44, D-1/47, D-1/50, D-1/55, D-2/23, D-2/27, D-3/26, D-3/28, D-3/55, D-3/57, D-3/59, D-3/62, D-3/72, D-3/87, D-3/88, D-3/90, D-4/24, E-1/8, E-1/13, E-1/14, E-2/116, E-2/120, E-2/123, E-2/124, E-2/127, E-2/128, E-4/23, E-4/25, E-4/32, E-4/36, E-4/37, E-4/40, E-4/43, E-7/5, E-7/40, E-7/45, F-4/10, F-4/11, F-4/12, F-4/13, F-4/18, F-4/27	E-7/38, F-4/25				

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
1 2	Lumen Technologies UK Limited	N/A	H-6/21, H-6/21a, H-6/22, H-6/25, H-6/87, H-6/93	B-2/73, B-3/12, B-6/76, B-6/83, B-6/87, B-12/4, B-12/85, B-12/103, C-13/67, C-13/68, C-13/70, C-13/71, C-13/72, C-13/95, C-13/96, C-13/104, C-13/135, D-8/6, D-8/14, F-10/88, G-1/28, G-3/55, G-6/37, G-6/38, G-6/46, G-6/183, G-6/189, H-2/25, H-2/26, H-2/27, H-4/15, H-6/74, H-6/75	B-2/68, B-2/103, B-2/104, B-3/2, B-3/3, B-3/3a, B-3/16, B-3/17, B-6/57, B-6/58, C-13/111, G-1/31, G-6/190, H-2/43, H-2/44, H-2/48, H-6/81, H-6/83, H-6/110	There are standard protective provisions for the benefit of operators of electronic communications code networks at Schedule 16, Part 2.**Status:** No further protective provisions to be submitted.	Not currently required.	Latest contact on week commencing 26th January, providing draft SoCG, GIS shapefile, and interface schedule documenting all interactions. Awaiting comments. The Applicant followed up on this on 16 April and 6 May. **Summary of Outstanding Issues**: Technical engagement with Lumen Technologies UK Limited is ongoing and the SoCG is being updated to reflect recent feedback received. 03/07/26 - Lumen Technologies UK Limited have been further contacted to SoCG signing. 15/07/26 email follow-up sent to Lumen requesting SoCG signature.	S138.

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
13	National Gas Transmission Plc	N/A	H-5/2, H-5/9, H-5/13, H-5/15, H-5/19, H-5/19b, H-5/23, H-5/26	B-8/41, B-8/47, B-8/52, B-8/53, B-8/64, B-8/74, B-8/75, B-8/79, B-8/80, B-9/2, B-9/11, B-9/14, B-9/38, B-9/47, B-9/48, B-9/49, B-9/50, B-9/56, B-9/62, B-9/64, B-9/73, B-9/74, B-9/76, B-9/77, B-9/79, F-7/5, F-7/24, F-7/27, F-7/39, F-7/40, F-7/56, F-7/57, F-8/1, F-8/3, F-8/9, F-8/17, F-8/19, F-8/21, F-8/24, F-8/27, F-8/29, F-8/37, F-8/38, F-8/47, F-8/48, F-8/54, F-8/63, F-8/74, F-9/1, F-9/36, F-10/71, F-10/83, F-10/85, F-10/88,	F-7/19, F-7/26, F-7/30, F-7/34, F-7/37, F-7/41, F-7/43, F-7/44, F-7/45, F-7/50, F-7/52, F-7/55, F-8/52, F-8/57, F-8/61, F-8/93, G-1/34, G-2/90, G-2/99, G-3/16, G-4/4, G-4/14, G-4/18, G-4/23, G-4/66, G-4/67, G-4/87, G-4/112, G-4/141,	There are standard protective provisions for the benefit of gas undertakers at Schedule 16, Part 1. However, the parties are in discussion and are seeking to reach an agreement on bespoke protective provisions.	A side agreement is currently under negotiation.	Draft protective provisions issued in December 2025. The bespoke protective provisions are now agreed. The parties are moving to execute the side agreement and the Applicant has included Protective Provisions in the draft Order at Deadline 6 and updated these at Deadline 8. **Status**: PP's Agreed. NGT has withdrawn their objection.	S138

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			F-10/91, G-1/16, G-1/17, G-1/19, G-1/22, G-1/25, G-1/26, G-1/30, G-1/33, G-2/88, G-2/97, G-2/101, G-2/144, G-3/2, G-3/3, G-3/6, G-3/9, G-3/11, G-4/6, G-4/69, G-4/89, G-4/107, G-4/108, G-4/116, G-4/124, G-4/125, G-4/136, G-4/138, G-6/8, G-6/17, G-6/30, G-6/40, G-6/45, G-6/46, G-6/47, G-6/73, G-6/94, G-6/125, G-6/128, G-6/129, G-6/131, G-6/132, G-6/133,	G-4/143, H-1/33, H-1/49, H-1/56, H-1/61, H-1/89, H-1/90, H-1/97, H-2/5, H-3/48, H-5/6, H-1/74, H-1/75, H-1/77, H-1/78, H-1/81, H-1/82				

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
				G-6/180, G-6/187, G-6/189, H-1/24, H-1/31, H-1/32, H-1/35, H-1/37, H-1/42, H-1/43, H-1b/18, H-1b/19, H-2/2, H-2/3, H-2/8, H-2/29, H-3/5, H-3/12, H-3/24, H-3/26, H-3/27, H-3/32, H-3/38, H-3/39, H-3/40, H-3/51, H-3/54, H-4/38, H-4/46, H-4/50, H-4/55, H-4/59, H-4/62, H-4/68, H-4/75, H-4/76, H-4/123, H-4/131, H-1/72, H-1/76					
14	National Highways Limited	C-8/35, C-8/36,	H-7/25, H-7/35a,	B-12/3, B-12/4, B-12/108, B-12/109, B-13/12,	B-12/94, B-12/95, B-12/96, B-12/112,	There are protective provisions for the benefit of National	The need for an agreement is being discussed.	Parties have been in correspondence since July 2025. Meetings were held on 26th February, 16	Both

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
	C-8/40, C-8/45, C-8/47, C-16/46a, C-16/48, H-7/21, H-7/26, H-7/32, H-7/36a, H-7/43, H-7/47a, H-7/55a	H-7/44, C-8/34, H-7/53a	B-13/15, C-11/89, C-11/90, C-11/92, C-11/98, C-18/9, C-18/14, C-18/20, C-18/21, C-18/29, C-18/33, --C-18/57, C-18/60, D-1/4, D-1/8, D-1/9, D-1/11, E-1/7, E-1/8, E-1/11, E-1/12, E-1/13, E-1/14 F-10/80, F-10/82, F-10/88, G-1/16, G-1/17, G-6/36, G-6/37, G-6/38, G-6/40, G-6/45, G-6/46, G-6/60, H-4/14, H-4/15	B-12/113, B-13/2, B-13/5, B-13/7, C-2/111, C-8/23, C-8/38, C-8/39, C-8/46, C-16/1f, C-16/46, C-16/48a, C-16/49, C-16/50, C-18/38, --- D-1/13, E-1/1, E-1/2, E-1/26, E-1/48, F-10/34, F-10/41, F-10/43, G-1/1, G-1/18, G-6/19, G-6/56, G-6/58, G-6/62,	Highways Limited at Schedule 16, Part 5. However, the parties are in discussion and are seeking to reach an agreement on the final wording of these protective provisions.		March ,23 April and 18 May to discuss National Highways' concerns. The Applicant shared the latest protective provisions and a draft side agreement on 22 June following a meeting on 18 June and a further meeting is in the process of being scheduled. The parties are continuing to work together to resolve issues and arrange future meetings which will be scheduled as soon as possible. Updated Protective Provisions are included in the draft Order at Deadline 8 which include concessions made by the Applicant to narrow the issues in dispute but these are not agreed with National Highways for the key reason as set out in **8.34 Applicant's closing statement with a summary of areas of**	

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
					G-6/63, G-6/64, G-6/68, H-7/16, H-7/22, H-7/28, H-7/44a, H-7/55, H-7/104, C-8/18, C-8/19, C-8/30, C-8/34a			**disagreement [Revision A]** which is the necessity of a permanent easement over the SRN. The Applicant is continuing to seek to narrow ground with National Highways. **Status: PP's not agreed. Issues in dispute set out in the Appendix**.	
15	Network Rail Infrastructure Limited	N/A	A-1/56, C-14/118a, C-14/129, C-14/130, C-15/3, C-15/3a, C-15/3c	B-6/11, B-6/31, B-6/34, B-6/35, B-6/41, B-6/44, B-6/46, B-6/53, B-6/55, B-6/56, B-6/60, B-6/65, B-6/66, B-6/68, B-6/73, B-6/76, B-6/78, B-6/83, B-6/85, B-6/87, B-6/88, B-6/100, B-6/103, B-6/104, B-12/79,	B-6/25, B-6/51, B-6/54, B-6/57, B-6/58, B-6/62, B-6/64, B-6/67, B-6/70, B-6/75, B-6/95, C-13/111, C-13/114, C-13/118, E-5/22,	The parties are in discussion and are seeking to reach an agreement on bespoke protective provisions.	A draft framework agreement was received on 17 April from Network Rail. Before the Applicant and Network Rail can enter into the Framework Agreement, an agreement needs to be	Comments on Network Rail's template form of protective provisions were provided to their legal adviser on 3 October 2025. As of 17 February 2026 a response to the Protective Provisions was awaited along with a draft framework agreement from Network Rail's solicitors. The Applicant followed up with Network Rail on 4th March, 16th March and 2nd April. The	Both.

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-12/82, B-12/83, B-12/84, B-12/85, B-12/87, B-12/88, B-12/100, B-12/103, B-12/104, B-12/107, B-12/110, B-13/1, B-13/6, C-13/55, C-13/59, C-13/62, C-13/66, C-13/67, C-13/68, C-13/70, C-13/71, C-13/72, C-13/89, C-13/91, C-13/92, C-13/95, C-13/96, C-13/97, C-13/101, C-13/102,	E-5/25, G-1/29, G-1/31, G-6/127, G-6/176, G-6/182, G-6/184, G-6/185, G-6/190, H-1/27, H-1/28, H-1/29, H-1/34, C-14/128, C-15/3b, C-15/3e, C-15/8, E-5/27, E-5/31, E-5/50, E-5/51, E-5/56, E-5/65, E-5/68, E-5/70, E-5/86, E-5/96, E-5/99, E-5/101,		reached over the land rights and the protective provisions. Accordingly, the Applicant's position is that its preferred form of protective provisions alone are sufficient. The Applicant will continue seeking to progress a Framework Agreement with Network Rail once agreement is reached over the land rights and the protective provisions.	draft framework agreement and updated PPs were received by the Applicant on 17 April and are currently being reviewed by the Applicant. The Applicant replied on the 1st July with its comments on the updated protective provisions, as well as a copy of the Proposed Protective Provisions to be included in the Order at Deadline 6. Draft heads of terms for an agreement over the land rights have been issued and are under negotiation. Further design information requested by Network Rail to inform these negotiations was shared by the Applicant on 28 May 2026 and followed up on 9th and 18th June, as well as on 1st July, although no response from	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-13/104, C-13/106, C-13/107, C-13/109, C-13/117, C-13/120, C-13/135, C-13/136, D-8/4, D-8/6, D-8/8, D-8/9, D-8/11, D-8/14, D-8/15, E-5/10, E-5/29, E-5/30, E-5/33, E-5/36, E-5/40, E-5/41, E-5/46, E-5/47, E-5/48, E-5/49, E-5/55, E-5/64, E-5/67, G-1/25, G-1/26, G-1/28, G-1/30, G-3/47, G-3/49, G-3/51, G-3/52, G-3/55, G-3/57, G-3/58, G-3/59, G-3/61, G-3/62, G-3/63, G-4/1, G-6/178, G-6/180, G-6/183,	E-5/104, E-5/111, E-5/116, E-5/118, E-5/121, E-6/3, E-6/4, E-6/5, E-6/6, E-6/8, E-6/11, E-6/12, E-6/13			Network Rail on the acceptability of the crossing details has been forth coming and this is still awaited by the Applicant. The Applicant included their version of the Protective Provisions for the benefit of Network Rail in the Order at Deadline 6. **Status: PP's Not Agreed. Issues in dispute set out in the Appendix**	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			G-6/187, G-6/188, G-6/189, H-1/3, H-1/24, H-1/31, H-1/32, C-14/115, C-14/118, C-14/131, C-14/132, C-15/3f, C-15/3g, E-5/26, E-5/42, E-5/43, E-5/44, E-5/52, E-5/53, E-5/57, E-5/59, E-5/60, E-5/63, E-5/66, E-5/69, E-5/71, E-5/72, E-5/75, E-5/92, E-5/93, E-5/94, E-5/95, E-5/98, E-5/100, E-5/102, E-5/103, E-5/105, E-5/106, E-5/107, E-5/108, E-5/110,					

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
				E-5/113, E-5/114, E-6/1, E-6/2, E-6/9, E-6/10, E-6/15, E-6/16					
16	Northumbrian Water Limited (Essex and Suffolk Water)	N/A	H-5/2, H-5/2a, H-5/2b, H-5/2c, H-5/15, H-5/16, H-5/19, H-5/26, H-5/29, H-5/31, H-5/41, H-5/43,	B-2/27, B-2/126, B-3/1, B-3/5, B-3/6, B-3/14, B-4/3, B-4/7, B-4/17, B-4/45, B-5/105, B-6/6, B-6/7, B-6/10, B-6/11, B-6/17, B-6/23, B-6/26, B-6/29, B-8/28, B-8/30, B-8/32, B-8/34, B-8/35, B-8/36, B-8/38, C-10/1, C-10/14, C-10/16, C-10/18, C-10/19, C-10/21, C-10/30, C-12/57, C-13/21,	B-2/8, B-2/29, B-2/37, B-2/40, B-2/97, B-2/116, B-2/136, B-3/3, B-3/3a, B-3/4, B-3/17, B-3/20, B-4/1, B-6/15, B-6/18, B-8/25, B-8/37, C-9/103, C-10/3, C-10/10, C-10/12, C-10/22, C-10/26,	There are standard protective provisions for the benefit of water and sewage undertakers at Schedule 16, Part 1. However, the parties are in discussion and are seeking to reach an agreement on bespoke protective provisions.	Currently under negotiation.	Legal representatives in correspondence since mid 2025. Documentation returned 16th September 2025 included a Side Agreement around Little Waltham pumping station and an Asset Protection Agreement which included protective provisions for NWL. NWL's comments were returned on 3 February 2026 which incorporated the Little Waltham Pumping Station agreement into the APA. Two iterations were then progressed before an updated APA and Protective Provisions were issued to NWL on 30 March. Comments from NWL were chased on 10	Both.

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		H-5/4 4, H-5/4 7, H-5/5 2, H-5/5 5, H-5/5 6, H-5/5 7, H-5/5 8, H-6/1 9, H-6/2 0, H-6/2 1, H-6/2 1a, H-6/2 3, H-6/2 5, H-6/2 5a, H-6/3	C-13/24, C-13/25, C-13/26, C-13/28, C-13/33, C-13/36, C-13/48, C-17/13, C-17/84, C-17/93, D-2/27, D-5/65, D-6/2, E-4/8, E-4/23, E-4/25, E-4/32, E-4/36, E-4/43, E-4/48, E-4/49, E-4/50, F-1/3, F-1/8, F-1/27, F-1/55, F-3/34, F-3/67, F-3/94, F-3/102, F-3/116, F-4/1, F-4/7, F-4/10, F-4/18, F-4/27, F-4/31, F-4/33, F-4/34, F-4/36, F-4/39, F-4/40, F-4/44, F-5/5, F-5/7, F-5/8, F-5/10, F-5/12,	C-10/27, C-10/28, C-12/58, C-13/18, C-17/136, C-17/137, C-17/141, C-17/144, C-17/149, D-2/22, D-2/31, E-4/42, E-4/44, F-1/45, F-1/62, F-1/65, F-1/67, F-3/12, F-3/17, F-3/19, F-3/19a, F-3/53, F-3/61, F-3/93, F-4/25, F-5/32, -F-7 /11, F-7/38, F-7/41, F-7/44,			April and 21 April, before NWL responded on 24 April, noting that it had been engaging with NGET on the Sea Link Project and noting NWL's intention that the agreement on the protections that we reached on that scheme would follow through to NTT. NWL confirmed that "as soon as the terms are agreed on Seal Link we will revert to you on the detail for the APA in relation to this matter". To assist with NWL's negotiations a revised APA and protective provisions set was issued on 8 June which incorporated the agreed position from Sea Link. Given substantive comments had not been received from NWL since the previous version was issued on 30 March, this updated version also	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		0a, H-6/33, H-6/35, H-6/86, H-6/92, H-6/93, H-7/23, H-7/25, H-7/44, H-5/46, H-5/49, H-5/51, H-5/60, H-5/62	F-5/14, F-5/35, F-5/42, F-5/46, F-5/47, F-6/1, F-6/24, F-6/40, F-6/49, F-6/50, F-7/40, F-7/67, F-7/74, F-9/61, F-9/71, F-9/79, F-9/82, F-9/83, F-10/17, F-10/17a, F-10/71, F-10/82, F-10/83, F-10/86, G-1/17, G-1/41, G-1/43, G-1/46, G-1/49, G-2/4, G-2/8, G-2/20, G-2/22, G-2/28, G-2/30, G-2/33, G-2/34, G-2/35, G-2/46, G-2/120, G-2/122, G-2/123, G-2/124, G-2/126, G-2/128,	F-7/49, F-7/62, F-7/65, F-9/62, F-9/63, F-9/64, F-10/34, F-10/41, G-1/1, G-1/2, G-1/18, G-1/45, G-2/19, G-2/45, G-2/112, G-2/115, G-2/139, G-3/22, G-4/53, G-4/55, G-4/72, G-6/19, G-6/20, G-6/41, G-6/54, G-6/64, G-6/70, G-6/87, G-6/102,			included updates in line with the position on Sea Link that were still under negotiation (relating to betterment and anticipated costs). The Applicant then offered a separate side agreement in relation to Little Waltham Pumping Station on 22 June to secure protections for the pumping station but this was not accepted in favour of NWL seeking to put in place their preferred APA drafting which requires appending agreed Protective Provisions. The Applicant included the Applicants version of bespoke PP's for NWL in the Order at Deadline 6. Since then, the parties have been engaging proactively to narrow the issues and have identified that the material point	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			G-2/133, G-2/137, G-2/138, G-2/141, G-2/142, G-2/144, G-2/145, G-2/147, G-2/148, G-2/149, G-3/2, G-3/3, G-4/51, G-4/52, G-4/57, G-4/58, G-4/59, G-5/20, G-6/37, G-6/38, G-6/46, G-6/51, G-6/66, G-6/134, G-6/153, G-6/163, G-6/173, H-1a/11, H-2/20, H-2/25, H-2/29, H-2/31, H-2/32, H-2/33, H-3/5, H-3/12, H-3/13, H-3/14, H-3/15, H-3/21, H-3/22, H-3/24, H-3/27, H-3/31,	G-6/151, G-6/157, G-6/171, G-6/182, H-1b/15, H-2/43, H-2/44, H-2/47, H-4/32, H-4/33, H-4/112, H-4/136, H-4/139, H-4/140, H-5/20, H-5/50, H-5/92, H-5/123, H-5/124, H-6/30, H-6/78, H-6/80, H-7/44a, H-7/104, H-7/140, C-17/44, C-17/51, C-17/75, C-17/95,			focuses on whether the Water Industry Act 1991 can allow additional mechanisms to regulate compensation and costs for diverting water apparatus. The parties are continuing to engage to agree wording. **Status: PP's Not Agreed. Issues in Dispute set out in the Appendix** The Applicant has put Little Waltham Pumping Station (Plot F3/96) as Class 8 and has confirmed in the Deadline 6 PP's that access over adjoining TP plots will be maintained at all times for the benefit of the pumping station. The parties are continuing to engage on the outstanding matters in PPs not agreed (in relation to alternative cost provisions)	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			H-3/32, H-3/38, H-3/39, H-3/60, H-4/20, H-4/21, H-4/22, H-4/23, H-4/24, H-4/25, H-4/27, H-4/31, H-4/36, H-4/38, H-4/39, H-4/70, H-4/91, H-4/109, H-4/111, H-4/116, H-4/121, H-4/122, H-4/125, H-4/138, H-5/3, H-5/5, H-5/75c, H-5/81, H-5/85, H-5/86, H-5/88, H-5/120, H-5/170, H-5/171, H-5/172, H-6/51, H-6/79, H-6/84d, C-17/23, C-17/39, C-17/40, C-18/79,	C-17/107, C-17/112, F-1/23, F-1/71, F-1/74, F-1/92, F-2/2, F-2/7, F-2/10, F-2/19, F-2/22, F-2/27, F-2/28, F-2/30, -F-2 /54, --F-2/5 9, F-2/60, --F- 2/67, F-2/73, F-3/5, F-4/19, F-8/32, -G- 5/14, G-5/21, G-5/22, G-5/23, G-5/25, G-5/26, G-5/27,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-18/81, C-18/86, C-18/92, C-18/94, C-18/95, C-18/96, C-18/96a, F-1/20, F-1/28, F-1/73, F-1/79, F-1/88, F-2/4, F-2/5, F-2/6, F-2/8, F-2/9, F-2/12, F-2/13, F-2/14, F-2/15, F-2/16, F-2/17, F-2/18, F-2/21, F-2/23, F-2/24, F-2/25, F-2/26, F-2/29, F-2/31, F-2/32, F-2/33, F-2/34, F-2/35, F-2/36, F-2/37, F-2/38, F-2/39, F-2/40, F-2/41, F-2/42, F-2/44, F-2/45, F-2/47, F-2/53, F-2/55, F-2/57, F-2/65, F-2/69, F-3/3,	G-5/32, H-1a/2, H-1a/12, H-1a/14, H-2/16, H-3/36, H-3/41, H-3/59, H-4/8, H-4/11, H-6/47, H-6/52, H-6/77, H-7/17, H-7/56, H-7/73, H-7/94, H-7/141				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			F-3/117, F-4/2, F-4/3, F-4/4, F-4/6, F-4/9, F-4/16, F-4/17, F-8/23, F-8/24, F-8/25, F-8/26, F-8/27, F-8/29, F-8/30, F-8/33, F-8/36, F-8/37, F-8/47, G-5/10, G-5/15, G-5/17, G-5/19, G-5/24, G-5/33, G-5/40, H-1a/1, H-1a/4, H-1a/5, H-1a/6, H-2/12, H-2/13, H-3/35, H-3/42, H-3/43, H-3/47, H-3/51, H-3/52, H-3/53, H-3/61, H-3/62, H-4/1, H-4/2, H-4/3, H-4/4, H-4/5, H-4/6, H-4/7, H-4/9, H-4/10, H-4/12, H-4/13, H-5/54, H-7/72					

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
17	Openreach Limited/ British Telecommunications plc	N/A	A-1/55, A-1/56, B-20/163, B-20/170, B-20/176, B-20/181, B-20/183, B-20/184, B-20/187, B-20/188, B-20/198, B-20/203, B-20/208, B-20/216, B-20/	A-1/36, A-1/37, A-1/39, A-2/1, A-2/6, A-3/2, A-3/5, A-4/18, A-4/26, A-4/30, A-4/33, A-4/34, A-4/37, A-4/38, A-4/45, A-4/51, A-4/52, A-4/54, A-5/50, A-5/54, A-5/58, A-5/59, A-5/61, A-5/64, A-6/42, A-7/21, A-7/66, A-7/68, A-7/73, A-7/75, A-8/4, A-8/64, A-8/65, A-8/67, A-8/68, A-8/72, A-8/73, A-8/74, A-8/75, A-8/82, A-8/84, A-8/88, A-8/90, A-9/33, A-9/36, A-9/49, A-9/53, A-9/57, A-9/58, A-9/59, A-9/60, A-9/62, A-9/64, A-9/65, A-9/69, A-11/8, A-11/10,	A-1/40, A-1/47, A-1/53, A-3/11, A-5/51, A-7/1, A-7/4, A-7/69, A-7/70, A-7/77, A-8/93, A-9/35, A-13/4, A-13/6, A-13/89, A-13/91, A-13/96, A-13/104, A-13/107, B-1/6, B-1/7, B-2/29, B-2/35, B-2/37, B-2/40, B-2/43, B-3/3, B-3/3a, B-3/4,	There are standard protective provisions for the benefit of electronics communications code networks at Schedule 16, Part 2. **Status:** No further protective provisions to be submitted.	A side agreement is currently being drafted in addition to the Protective Provisions in the Order.	Under negotiation. Correspondence sent out on 17 March. Response awaited from Openreach. **Summary of Outstanding Issues:** contents of side agreement in relation to evaluation of potential interference or interruption to apparatus and provision of mitigation measures. Response awaited from Openreach	S138.

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		221, B-21/9, B-21/33, B-21/40, B-21/49, B-21/70, B-21/76, B-21/78, B-21/79, B-21/81, C-6/27, C-6/32, C-6/36, C-6/40, C-8/34,	A-11/36, A-12/9, A-12/18, A-12/19, A-12/22, A-12/24, A-12/26, A-12/27, A-12/28, A-12/37, A-13/12, A-13/15, A-13/18, A-13/42, A-13/101, A-13/102, A-13/109, A-13/115, B-1/4, B-1/8, B-1/9, B-1/13, B-1/14, B-2/27, B-2/41, B-2/45, B-2/46, B-2/47, B-2/50, B-2/55, B-2/56, B-2/130, B-2/131, B-3/1, B-3/6, B-3/124, B-4/23, B-4/30,	B-3/17, B-4/12, B-4/13, B-4/55, B-6/12, B-6/14, B-6/15, B-6/54, B-6/57, B-6/58, B-6/62, B-6/64, B-6/67, B-7/9, B-7/13, B-7/16, B-7/23, B-7/36, B-7/43, B-7/56, B-8/25, B-9/72, B-11/9, B-11/24, B-12/94, B-12/96, B-12/106, B-13/2, B-13/7,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		C-8/3	B-4/34, B-4/39,	B-13/21,				
		5,	B-4/40, B-5/24,	B-13/32,				
		C-8/3	B-5/25, B-5/26,	B-14/89,				
		6,	B-5/27, B-5/32,	B-14/107,				
		C-8/4	B-5/34, B-5/37,	B-15/9,				
		0,	B-5/108, B-6/7,	B-15/10,				
		C-8/4	B-6/10, B-6/11,	B-16/40,				
		2,	B-6/16, B-6/24,	B-16/90,				
		C-8/4	B-6/26, B-6/30,	B-16/106,				
		3,	B-6/31, B-6/34,	B-16/108,				
		C-8/4	B-6/35, B-6/46,	B-16/123,				
		5,	B-6/55, B-6/56,	B-16/126,				
		C-14/	B-6/60, B-6/66,	B-17/17,				
		118a,	B-6/68, B-7/46,	B-17/18,				
		C-14/	B-7/47, B-7/48,	B-17/28,				
		121,	B-7/49,	B-17/32,				
		C-14/	B-7/53a,	B-17/60,				
		123,	B-7/54, B-7/55,	B-18/19,				
		C-14/	B-7/57, B-7/60,	B-18/20,				
		125,	B-8/28, B-8/30,	B-18/32,				
		C-14/	B-8/34, B-8/35,	B-18/39,				
		127,	B-8/38, B-8/44,	B-19/18,				
		C-15/	B-9/60, B-9/62,	B-20/174,				
		1,	B-9/68, B-9/69,	B-20/175,				
		C-15/	B-9/70, B-9/71,	B-20/177,				
		2,	B-9/73, B-9/74,	B-20/182,				
		C-15/	B-9/75, B-9/77,	B-20/200,				
		3,	B-9/85, B-9/94,	B-20/204,				
		C-15/	B-9/96, B-9/97,	B-20/205,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		3a, C-15/13, C-16/1, C-16/8a, C-16/9a, C-16/10, C-16/11c, C-16/23a, C-16/35a, C-16/46a, C-16/47, D-3/2, D-3/7, H-5/2, H-5/2a, H-5/2b, H-5/2	B-9/98, B-9/100, B-9/103, B-9/105, B-9/110, B-9/111, B-9/113, B-9/127, B-9/137, B-10/3, B-10/11, B-10/53, B-11/21, B-11/50, B-12/18, B-12/31, B-12/33, B-12/34, B-12/36, B-12/48, B-12/98, B-12/101, B-12/110, B-12/114, B-13/11, B-13/12, B-13/16, B-13/20, B-13/22,	B-20/211, B-20/212, B-20/213, B-20/214, B-20/217, B-22/2, C-1/12, C-1/13, C-1/20, C-2/15, C-2/16, C-2/23, C-2/26, C-2/28, C-2/29, C-2/40, C-2/48, C-2/59, C-2/66, C-2/70, C-2/71, C-2/74, C-2/78, C-2/85, C-2/86, C-2/87, C-2/89, C-2/94, C-2/97,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		c, H-5/14, H-5/15, H-5/30, H-5/31, H-5/33, H-5/36, H-6/20, H-6/21, H-6/23, H-6/24, H-6/25, H-6/27, H-6/34, H-6/41, H-6/42, H-6/54, H-6/55, H-6/58, H-6/62, H-6/64, H-6/72, H-6/89, H-6/120, H-6/121, H-6/122, H-6/125, H-7/10a,	B-13/23, B-13/24, B-13/25, B-13/31, B-13/33, B-13/36, B-15/2, B-15/3, B-15/14, B-15/15, B-15/19, B-15/23, B-15/28, B-16/27, B-16/34, B-16/41, B-16/42, B-16/54, B-16/55, B-16/58, B-16/62, B-16/64, B-16/72, B-16/89, B-16/120, B-16/121, B-16/122, B-16/125, B-17/1, B-17/2, B-17/10,	C-2/100, C-2/101, C-2/103, C-2/105, C-2/107, C-2/117, C-3/7, C-3/10, C-3/38, C-3/80, C-3/81, C-4/8, C-5/20, C-7/19, C-7/20, C-7/48, C-7/52, C-7/67, C-8/3, C-8/9, C-8/11, C-8/13, C-8/14, C-8/19, C-8/20, C-8/21, C-8/30, C-8/32, C-9/21,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		H-7/44, H-7/45, H-7/55a	B-17/11, B-17/15, B-17/22, B-17/25, B-17/26, B-17/27, B-17/29, B-17/31, B-17/33, B-17/39, B-17/73, B-17/75, B-17/83, B-17/84, B-17/86, B-17/87, B-17/90, B-17/91, B-17/95, B-17/100, B-17/105, B-18/29, B-18/36, B-18/44, B-18/45, B-18/49, B-18/50, B-18/53, B-18/54,	C-9/36, C-9/37, C-9/80, C-9/81, C-10/9, C-10/12, C-10/28, C-11/2, C-11/3, C-11/4, C-11/5, C-11/7, C-11/10, C-11/13, C-11/16, C-11/18, C-11/24, C-11/39, C-11/100, C-12/34, C-12/42, C-12/45, C-12/50, C-12/56, C-12/81, C-13/17, C-13/44, C-13/53, C-13/111,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-18/64, B-18/65, B-18/82, B-18/84, B-18/86, B-18/90, B-18/93, B-18/103, B-18/108, B-18/120, B-19/13, B-19/15, B-19/19, B-19/20, B-19/22, B-19/23, B-19/30, B-19/31, B-19/37, B-19/43, B-19/50, B-19/52, B-19/53, B-19/55, B-19/58, B-20/97, B-20/103, B-20/109, B-20/113,	C-15/2b, C-15/3b, C-15/3e, C-15/28, C-15/29, C-15/30, C-16/1f, C-16/8, C-16/9, C-16/11, C-16/14, C-16/19, C-16/23, C-16/27, C-16/28, C-16/29, C-16/49, C-17/78, C-17/105, C-17/114, C-17/115, C-17/117, C-17/117a, C-17/119, C-17/120, C-17/121, C-17/129, C-17/136, C-17/137,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-20/121, B-20/129, B-20/179, B-20/190, B-20/195, B-20/209, C-1/8, C-1/9, C-1/10, C-2/6, C-2/17, C-2/32, C-2/33, C-2/35, C-2/38, C-2/39, C-2/41, C-2/42, C-2/45, C-2/47, C-2/50, C-2/56, C-2/72, C-2/79, C-2/82, C-2/88, C-2/90, C-2/95, C-3/2, C-3/6, C-3/47, C-4/11, C-4/15, C-4/16, C-4/20, C-4/21, C-4/22, C-4/23, C-4/24, C-4/25, C-4/27, C-4/28, C-4/31, C-4/33, C-4/37, C-5/17, C-5/18, C-5/24, C-5/27, C-5/28, C-5/36, C-7/9,	C-17/144, C-17/149, --D-1/12, D-1/15, D-1/20, D-1/24, D-1/65, D-2/22, D-2/31, D-2/35, D-3/24, D-3/30, D-3/43, D-3/80, D-3/84, D-3/92, D-4/21, D-4/23, D-4/25, D-4/31, D-4/32, D-4/50, D-4/62, D-4/65, D-4/66, D-4/80, D-4/89, D-4/92, D-5/52,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-7/10, C-7/11, C-7/12, C-7/35, C-7/35a, C-7/46, C-7/47, C-7/49, C-7/50, C-7/55, C-7/57, C-7/75, C-8/5, C-8/6, C-9/1, C-9/9, C-9/12, C-9/13, C-9/14, C-9/16, C-9/24, C-9/71, C-9/72, C-9/74, C-9/75, C-10/1, C-10/8, C-10/14, C-10/16, C-10/18, C-10/21, C-10/25, C-11/20, C-11/26, C-11/89, C-11/92, C-11/98, C-11/102, C-12/28, C-12/33, C-12/35, C-12/37,	D-5/54, D-5/64, D-6/6, D-6/10, D-6/11, D-6/19, D-6/22, D-6/26, D-6/64, D-6/65, D-7/100, D-7/102, D-7/104, D-7/105, D-7/116, D-7/117, D-7/120, D-9/17, D-9/18, D-9/24, D-9/38, D-9/39, D-9/87, E-1/2, E-1/26, E-1/48, E-2/11, E-2/12, E-2/23,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-12/38, C-12/69, C-12/70, C-12/72, C-12/77, C-12/78, C-12/96, C-13/1, C-13/19, C-13/20, C-13/26, C-13/32, C-13/33, C-13/36, C-13/41, C-13/41a, C-13/42a, C-13/45, C-13/48, C-13/56a, C-13/65a, C-13/77a, C-13/78a, C-13/87, C-13/90, C-13/99, C-13/100, C-13/103, C-13/120,	E-2/29, E-2/65, E-2/70, E-2/78, E-2/85, E-2/87, E-4/46, E-5/25, E-5/27, E-5/28, E-5/35, E-5/65, E-5/81, E-7/73, E-7/74, E-7/75, E-7/76, E-7/77, E-7/78, E-8/4, E-8/6, E-8/7, E-8/14, E-8/16, E-8/18, F-1/22, F-1/43, F-1/52, F-1/57,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-13/129, C-13/130, C-13/131, C-13/133, C-13/137, C-13/140, C-13/143, C-13/146, C-13/147, C-13/152, C-13/155, C-13/156, C-13/161, C-13/162, C-13/170, C-13/178, C-14/9, C-14/10, C-14/20, C-14/26, C-14/27, C-14/28, C-14/29, C-14/38, C-14/41, C-14/43, C-14/45, C-14/47, C-14/48,	F-1/58, F-2/28, F-2/67, F-3/5, F-3/12, F-3/17, F-3/19, F-3/24, F-3/26, F-3/31, F-3/47, F-3/53, F-3/55, F-3/57, F-3/93, F-3/111, F-3/114, F-4/25, F-5/32, F-5/50, F-5/52, F-5/54, F-5/55, F-7/19, F-7/23, F-7/32, F-7/38, F-7/41, F-7/43,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-14/49, C-14/50, C-14/51, C-14/52, C-14/54, C-14/56, C-14/65, C-14/67, C-14/68, C-14/70, C-14/71, C-14/72, C-14/76, C-14/77, C-14/78, C-14/79, C-14/82, C-14/107, C-14/108, C-14/112, C-14/115, C-14/118, C-15/2a, C-15/2c, C-15/3f, C-17/1, C-17/2, C-17/13, C-17/24, C-17/25,	F-7/44, F-7/49, F-7/50, F-7/52, F-7/55, F-7/62, F-7/65, F-7/69, F-7/75, F-7/80, F-7/81, F-8/76, F-8/79, F-8/80, F-8/93, F-9/5, F-9/6, F-9/44, F-9/62, F-9/63, F-10/11, F-10/22, F-10/29, F-10/32, F-10/34, F-10/36, F-10/43, F-10/57, G-1/1,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			C-17/28, C-17/29, C-17/30, C-17/33, C-17/42, C-17/47, C-17/67, C-17/84, C-17/91, C-17/104, C-17/110, C-17/133, C-17/139, C-18/2, C-18/4, C-18/5, C-18/6, C-18/8, C-18/9, C-18/10, C-18/11, C-18/13, C-18/20, C-18/21, C-18/23, C-18/31, -C-18/52, -C-18/60, -C-18/63, --C-18/122, D-1/1, D-1/2, D-1/3, D-1/4, D-1/5, D-1/8, D-1/10,	G-1/4, G-1/6, G-1/18, G-1/45, G-2/80, G-2/81, G-2/94, G-2/131, G-2/139, G-3/15, G-4/53, G-4/55, G-4/67, G-5/29, G-5/37, G-5/38, G-5/38a, G-6/20, G-6/41, G-6/43, G-6/53, G-6/54, G-6/67, G-6/68, G-6/80, G-6/85, G-6/86, G-6/151, G-6/152,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			D-1/22, D-1/25, D-1/47, D-1/50, D-1/55, D-2/27, D-3/26, D-3/28, D-3/47, D-3/55, D-3/57, D-3/59, D-3/68, D-3/70, D-3/72, D-3/87, D-3/88, D-4/24, D-4/30, D-4/56, D-4/61, D-4/63, D-4/64, D-4/67, D-4/71, D-4/75, D-4/76, D-4/79, D-4/93, D-5/16, D-5/17, D-5/20, D-5/28, D-5/29, D-5/30, D-5/34, D-5/51, D-5/65, D-6/18, D-6/21, D-7/3, D-7/12, D-7/16, D-7/85, D-7/106, D-7/107, D-7/109, D-7/110, D-7/114, D-7/118, D-7/119,	G-6/157, H-1/25, H-1/29, H-1/34, H-1/87, H-1/88, H-1/89, H-1/90, H-1/91, H-1b/15, H-2/35, H-2/38, H-2/39, H-2/41, H-2/43, H-2/44, H-2/47, H-2/48, H-2/50, H-2/51, H-3/29, H-4/8, H-4/26a, H-4/40, H-4/41, H-5/27, H-5/123, H-5/124, H-7/44a,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			D-7/125, D-7/127, D-7/130, D-8/1, D-8/2, D-8/29, D-9/21, D-9/25, D-9/28, D-9/34, D-9/35, D-9/36, D-9/37, D-9/40, D-9/46, D-9/51, D-9/78, D-9/80, D-9/82, D-9/83, D-9/86, D-9/88, D-9/90, D-9/91, D-9/99, D-9/100, D-9/102, D-9/103, D-9/109, D-9/111, D-9/117, D-9/143, E-1/7, E-1/13, E-1/14, E-1/17, E-2/14, E-2/15, E-2/30, E-2/35, E-2/36, E-2/37, E-2/42, E-2/43, E-2/44, E-2/52, E-2/55, E-2/59, E-2/61,	H-7/104, H-7/140, H-7/141-				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			E-2/66, E-2/73, E-2/88, E-2/113, E-2/115, E-3/15, E-3/16, E-3/72, E-3/75, E-3/78, E-3/79, E-3/87, E-3/90, E-3/91, E-3/93, E-3/94, E-3/96, E-3/97, E-3/101, E-3/102, E-3/103, E-3/108, E-3/109, E-3/110, E-4/4, E-4/8, E-4/23, E-4/25, E-4/30, E-4/32, E-4/36, E-4/37, E-4/41, E-4/43, E-4/47, E-5/23, E-5/26, E-5/29, E-5/30, E-5/36, E-5/55, E-5/85, E-5/93, E-5/113, E-5/114, E-6/2, E-7/7, F-1/3,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			F-1/7, F-1/8, F-1/17, F-1/20, F-1/21, F-1/27, F-1/55, F-2/9, F-2/34, F-2/35, F-2/37, F-2/39, F-2/41, F-2/42, F-2/44, F-2/45, F-2/69, F-3/9, F-3/10, F-3/11, F-3/32, F-3/34, F-3/37, F-3/38, F-3/67, F-3/80, F-3/82, F-3/89, F-3/94, F-3/102, F-3/103, F-3/112, F-3/115, F-3/117, F-4/7, F-4/10, F-4/11, F-4/12, F-4/13, F-4/16, F-4/18, --F-4/24 , F-4/27, F-4/33, F-4/34, F-4/35, F-4/39, F-4/40, F-5/18, F-5/29, F-5/35, F-5/36, F-5/41, F-5/42,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			F-5/46, F-5/47, F-5/49, F-6/3, F-6/24, F-6/40, F-6/41, F-6/49, F-6/50, F-7/1, F-7/5, F-7/24, F-7/40, F-7/56, F-7/57, F-7/67, F-7/70, F-7/73, F-8/11, F-8/12, F-8/34, F-8/35, F-8/37, F-8/38, F-8/47, F-8/48, F-8/55, F-8/56, F-8/65, F-8/70, F-8/74, F-8/91, F-8/104, F-9/1, F-9/11, F-9/16, F-9/22, F-9/27, F-9/28, F-9/31, F-9/32, F-9/41, F-9/61, F-9/71, F-9/75, F-9/79, F-9/80, F-9/81, F-9/83, F-9/95, F-9/96, F-9/100, F-9/101, F-10/4, F-10/5, F-10/6, F-10/7, F-10/8,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			F-10/10, F-10/13, F-10/14, F-10/15, F-10/23, F-10/30, F-10/33, F-10/50, F-10/53, F-10/60, F-10/62, F-10/63, F-10/67, F-10/68, F-10/71, F-10/77, F-10/82, F-10/83, F-10/85, F-10/86, F-10/88, F-10/90, F-10/91, G-1/16, G-1/17, G-1/26, G-1/41, G-1/43, G-1/46, G-1/47, G-1/48, G-1/49, G-2/1, G-2/5, G-2/8,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			G-2/17, G-2/18, G-2/20, G-2/22, G-2/30, G-2/36, G-2/37, G-2/39, G-2/43, G-2/57, G-2/59, G-2/61, G-2/85, G-2/87, G-2/91, G-2/101, G-2/107, G-2/119, G-2/122, G-2/123, G-2/124, G-2/125, G-2/126, G-2/127, G-2/133, G-2/137, G-2/138, G-2/141, G-2/142, G-2/144, G-2/145, G-2/154, G-2/156, G-2/158, G-2/159, G-3/1, G-3/2, G-3/3,				

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			G-3/8, G-3/9, G-3/10, G-3/12, G-3/14, G-3/31, G-3/32, G-3/38, G-3/42, G-3/66, G-3/70, G-4/21, G-4/27, G-4/30, G-4/31, G-4/34, G-4/36, G-4/37, G-4/38, G-4/40, G-4/49, G-4/50, G-4/51, G-4/52, G-4/57, G-4/58, G-4/98, G-5/10, G-5/11, G-5/17, G-5/34, G-5/36, G-5/39, G-5/41, G-5/47, G-5/49, G-5/51, G-6/14, G-6/36, G-6/37, G-6/38, G-6/46, G-6/50, G-6/51, G-6/66, G-6/107, G-6/143, G-6/153, G-6/154, G-6/155, H-1/7, H-1/10, H-1/11,					

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			H-1/13, H-1/15, H-1/17, H-1/20, H-1/31, H-1/32, H-1/35, H-1/41, H-1/79, H-1/80, H-1/83, H-1/84, H-1/85, H-1/96, H-2/2, H-2/3, H-2/19, H-2/21, H-2/25, H-2/32, H-2/36, H-3/5, H-3/10, H-3/16, H-3/17, H-3/20, H-3/28, H-3/30, H-3/31, H-3/32, H-3/38, H-3/60, H-4/1, H-4/5, H-4/6, H-4/18, H-4/20, H-4/23, H-4/24, H-4/25, H-4/27, H-4/29, H-4/30, H-4/31, H-4/35, H-4/38, H-4/39, H-4/44, H-4/46, H-4/59, H-4/66, H-4/70, H-4/87, H-4/88, H-4/91, H-5/12,				

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
				H-5/22, H-5/25, H-5/120					
18	Pivoted Power LLP	N/A	A-1/2, A-1/56, B-20/188, B-20/198, B-20/203, B-20/208, B-20/221, B-20/230	B-20/190, B-20/233, B-20/242, B-20/243, B-20/253, B-20/257, B-20/258, B-20/259, B-20/260	A-1/53, A-1/57, B-20/189, B-20/194, B-20/196, B-20/200, B-20/213, B-20/229, B-20/232, B-20/234, B-20/237, B-20/239, B-20/244, B-20/246, B-20/247, B-20/249	There are standard protective provisions for the benefit of electricity undertakers contained within Schedule 16 to the Order. **Status:** No further bespoke protective provisions are to be submitted.	The parties are currently negotiating Heads of Terms for a settlement agreement.	Draft Heads of Terms were provided to Pivoted Power's legal representatives on 21.04 and a meeting was held between the parties on 24.04. Comments were returned from Pivoted Power's legal representatives on 11.05 and a meeting was held on 05.06 between the parties' legal advisors. Amended Heads of Terms were issued to Pivoted Power's legal representatives on 12.06. Pivoted Power's legal representatives returned comments 03.07. The Applicant's legal representatives returned comments 24.07. The Side Agreement is anticipated to be completed by Deadline 8 but in any event Pivoted Power	Both

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
								would have the benefit of the Protective provisions in part 1 of Schedule 16 of the Order.	
19	DamsonGreen EnergyFarm	N/A	B-20/176, B-20/187, B-20/192, B-20/193	N/A	N/A	There are standard protective provisions for the benefit of electricity undertakers contained within Schedule 16. **Status:** No further bespoke protective provisions are to be submitted.	The parties are currently negotiating Heads of Terms for a settlement agreement.	A call was held on 05.06 between DamsonGreen's legal advisers, the Applicant's legal advisers and Fisher German to understand the nature of the interactions. Draft Heads of Terms for a side agreement will be issued to the SU's legal advisers shortly. The parties have agreed Heads of Terms will be based on the Pivoted Power HoTs (once agreed) due to the similarities of the interactions but in any event DamsonGreen EnergyFarm would have the benefit of the protective provisions in Part 1 of Schedule 16 to the Order.	Both. Whilst Damsongreen has not made a Relevant Representation in its own name, it is a statutory undertaker and has an interest in the land for the purposes of its undertaking, and so it is being treated as a

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
									s.127/138 party.
20	EDF Energy Renewables Limited (Ashgreen Energy Farm Limited)	N/A	A-1/2, A-1/56	A-2/1, A-2/14, A-2/15, A-2/17, A-2/21, A-2/25, A-2/26, A-2/20, A-2/30, A-2/32, A-2/33, A-2,35, A-2/36, A-2/37, A-2/38, A-2/39, A-2/40, A-2/41, A-2/42, A-2/43, A-2/45, A-2/46	A-2/12, A-2/31, A-1/53, A-1/57	There are standard protective provisions for the benefit of electricity undertakers contained within Part 1 of Schedule 16 to the Order. **Status:** No further bespoke protective provisions are to be submitted.	The parties are currently negotiating Heads of Terms for a side agreement in respect of each of the two interactions.	A call was held on 05.06 between EDF's legal representatives, the Applicant's legal representatives and Fisher German to understand the nature of the interactions. In respect of interaction at Bloys Grove Solar Farm, draft Heads of Terms for a side agreement were issued to EDF's legal representatives on 22.06. The Applicant's legal representatives followed up on 14.07 and EDF's legal representatives confirmed they were taking instructions on 16.07. In respect of the interaction at Norwich Main Substation, draft Heads of Terms for a side	Both. Whilst Ashgreen does not hold an electricity generation licence for the purposes of engaging s.127(8) (meaning it is not a statutory undertaker), its parent company, EDF, is a statutory undertaker and Ashgreen has made a Relevant

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
							agreement will be issued shortly. The parties have agreed Heads of Terms will be based on the Pivoted Power HoTs (once agreed) due to the similarities of the interactions and in any event EDF Renewables would have the benefit of the protective provisions in Part 1 Schedule 16 of the Order.	Representation. It is not certain that EDF's land interest has been acquired for the purposes of their undertaking, but the Applicant has proceeded on the basis that the land in respect of which the Applicant proposes to acquire interests and rights over has been acquired by

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
									EDF for the purposes of its undertaking (whether directly or indirectly) such that s.127/s.138 is engaged.
21	Longfield Solar Energyfarm Limited	N/A	N/A	E-6/31, E-6/32, E-6/38, E-6/43	E-6/39, E-6/40, E-6/42, E-8/1, E-8/2, E-8/3	There are standard protective provisions for the benefit of electricity undertakers contained within Schedule 16. **Status:** No further bespoke protective provisions are to be submitted.	The parties are currently negotiating Heads of Terms for a side agreement.	A call was held on 05.06 between Longfield's legal advisers, the Applicant's legal advisers and Fisher German to understand the nature of the interactions. Draft Heads of Terms for a side agreement will be issued to the SU's legal advisers shortly.	Neither. Whilst Longfield is a statutory undertaker (by virtue of its electricity licence with standard condition 14) and has made a Relevant Representation, the land plots held by

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
								Longfield for the purposes of its undertaking (those within E-6) are geographically remote and fall outside the order limits of the Longfield Solar DCO and therefore are not held for the purposes of its undertaking and so do not engage s.127/138. Further, rights in

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
									respect of plots E-8/1, E-8/2 and E-8/3 (which are within the order limits of both DCOs) are only acquired temporarily and therefore s.127/138 is not engaged.
22	East Anglia ONE Limited	N/A	B-20/181, B-20/183, B-20/185, B-20/202, B-20/203,	B-20/179, B-20/191, B-20/195, B-20/209	B-20/174, B-20/180, B-20/182, B-20/196, B-20/197, B-20/204, B-20/205, B-20/214	There are standard protective provisions for the benefit of electricity undertakers contained in Part 1 of Schedule 16 to the Order. However, the	The parties are in ongoing discussions as to the nature of protections/agreements required. NB in addition SPR have identified that they have	SoCG meetings held weekly to agree nature of interaction to then feed into legal agreement. Issues remaining to be resolved include: construction interfaces, management of a shared access road, air rights over a section of EA1 land (B20/199), interaction of	Both.

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		B-20/ 215			parties are in discussion and are seeking to reach an agreement on bespoke protective provisions.	interests in Plots B-20/183,185 202,215. The Applicant has identified that SPR's interests in these plots is as CAT 2 persons but is confirming this with SPR.	the Project with a SPR haul road, interaction of the Project with a SPR SuDS Pond and landscaping. Draft heads of terms for an agreement were sent to SPR on 10th March. The Applicant followed up with SPR on 24th March, 9th April, 10 April, 16th April, 22nd April and 5th May. SPR provided a response on the draft heads of terms on 12 May 2026 setting out the likelihood that the EA1 interfaces would be dealt with under the TC EA ONE OFTO Limited heads of terms. NGET responded with an amended set of terms on 2 June 2026 and the parties held a meeting on 16 June 2026 to agree outstanding issues relating to the structure of the legal agreement between the SPR entities and also the Applicant's CA position in	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
							respect of SPR land interests. The parties remain in communication on outstanding points including the draft Protective Provisions provided by the AP on 29 June, which the Applicant will include in the Order at D7. The Applicant is waiting for the AP to return the HoT's. **Deadline 8 Update** – The AP shared an updated version of the heads of terms for the legal interface agreement on 7 July 2026 which the Applicant is in the process of considering. In the meantime, at Deadline 7, the Applicant submitted an amended version of the AP's proposed draft protective provisions. The Applicant considers that these amended PPs provide the AP with sufficient protections in respect of the identified	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
							interfaces between its project and the Project. It is anticipated that the legal interface agreement will therefore manage and regulate the detailed interactions of the interfaces between the two projects. In readiness for Deadline 8, the Applicant prepared an amended version of the draft PPs submitted at Deadline 7 to include an additional provision clarifying the extent of Class 8 land at plot B-20/199, the details for which are set out in the table below, in response to the AP's D7 submission on land plans. This updated drafting is included in the version of the dDCO submitted at Deadline 8. On 29 July 2026, the AP confirmed to the Applicant of its intention to share a further amended version of the PPs prior to Deadline	

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
								8. On the day of Deadline 8 (4 August 2026), the AP issued their updated version of the PPs and the Applicant is reviewing the updates. The Applicant and the AP remain engaged on the heads of terms for the legal interface agreement and on the draft PPs. **Status: PP's not Agreed. Issues in Dispute set out in the Appendix**	
23	TC EA One OFTO Limited	N/A	N/A	N/A	N/A	There are standard protective provisions for the benefit of electricity undertakers contained in Part 1 of Schedule 16 to the Order. However, the parties are in discussion and	The parties are in ongoing discussions as to the nature of protections/agreements required.	OFTO submitted its initial representation to PINS and attended its first meeting with NGET on project interfaces on 11th February 2026. Second meeting to discuss interface issues and terms. **Deadline 8 Update** – In the absence of the AP sharing any draft protective provisions for its own benefit, at Deadline 7	No confirmed land interest outside of plot B/20-199. Seeking agreement with OFTO on this point. Notwithsta

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
					are seeking to reach an agreement on bespoke protective provisions.		, the Applicant submitted a set of proposed draft protective provisions in favour of the AP. These draft PPs were based on those offered to East Anglia One Limited given the APs share the same interfaces with the Project. The Applicant considers that these PPs provide the AP with sufficient protections in respect of the identified interfaces between its project and the Project. On 30 July 2026, the AP shared with the Applicant an amended version of the draft PPs. Given the nature of the amendments proposed by the AP, the Applicant will need to consider these in further detail however is submitting at this Deadline 8 an amended version of the draft PPs submitted at Deadline 7 in order to include an additional	nding a section 127/138 submission has been made at Deadline 7. **Deadline 8 Update**: Post Deadline 7, the Applicant engaged with the AP to clarify the AP's land interests within the Order limits in order to confirm the necessity for the s127/138 submission given the classificatio

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
							provision clarifying the extent of Class 8 land at plot B-20/199, the details for which are set out in the table below, in response to SPR's D7 submission on land plans. It is anticipated that a legal interface agreement will be required to manage and regulate the detailed interactions of the interfaces between the two projects and the Applicant has notified the AP of its intention to share draft heads of terms for the same. The parties have agreed to continue liaising on both the protective provisions and the heads of terms. **Status: PP's not Agreed. Issues in Dispute set out in the Appendix**	n of plot B-20/199 as Class 8 land. On 30 July 2026, the AP confirmed that its land interests were more extensive than the identified land plot B-20/199 however did not provide details of these further interests. The Applicant is engaging with the AP to share design and land plan

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
								details in order that the AP might clarify their position. Therefore, the Applicant has updated its s127/138 submission to acknowledge that the land interests are being clarified and that the submission shall remain on the precautionary basis.

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
24	East Anglia THREE Limited	N/A	B-20/181, B-20/183, B-20/185, B-20/202, B-20/203, B-20/215	B-20/179, B-20/191, B-20/195, B-20/209	B-20/174, B-20/180, B-20/182, B-20/196, B-20/197, B-20/204, B-20/205, B-20/214	There are standard protective provisions for the benefit of electricity undertakers contained in Part 1 of Schedule 16 to the Order. However, the parties are in discussion and are seeking to reach an agreement on bespoke protective provisions.	The parties are in ongoing discussions as to the nature of protections/agreements required.	SoCG meetings held weekly to agree nature of interaction to then feed into legal agreement. Issues remaining to be resolved include: construction interfaces, management of a shared access road, protections for EA3 cable crossings, interaction of the Project with a SPR SuDS Pond and landscaping. Draft head terms for an agreement were sent to SPR on 10th March. The Applicant followed up with SPR on 24th March, 9th April, 10th April, 16th April, 22nd April and 5th May. SPR provided a response on the draft heads of terms on 12 May 2026. The Applicant responded with an amended set of terms on 2 June 2026 and the parties	Both.

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
							held a meeting on 16 June 2026 to agree outstanding issues relating to the structure of the legal agreement between the SPR entities and also the Applicant's CA position in respect of SPR land interests. The parties remain in communication on outstanding points including the draft Protective Provisions provided by the AP on 29 June, which the Applicant will include in the Order at D7. The Applicant is waiting for the AP to return the HoT's. **Deadline 8 Update** – The AP shared an updated version of the heads of terms for the legal interface agreement on 7 July 2026 which the Applicant is in the process of considering. In the meantime, at Deadline 7, the Applicant submitted an amended version of the	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
							AP's proposed draft protective provisions. The Applicant considers that these amended PPs provide the AP with sufficient protections in respect of the identified interfaces between its project and the Project. It is anticipated that the legal interface agreement will therefore manage and regulate the detailed interactions of the interfaces between the two projects. On 29 July 2026, the AP confirmed to the Applicant of its intention to share a further amended version of the PPs prior to Deadline 8. On the day of Deadline 8 (4 August 2026), the AP issued their updated version of the PPs and the Applicant is reviewing the updates. The Applicant and the AP remain engaged on the heads of terms for the	

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
								legal interface agreement and on the draft PPs. **Status: PP's not Agreed. Issues in Dispute set out in the Appendix**	
25	Scottish Power (UK) Renewables Limited	B-20/181, B-20/183, B-20/185, B-20/202, B-20/215	B-20/159, B-20/166, B-20/176, B-20/184, B-20/216	B-20/179, B-20/191, B-20/195, B-20/209, B-20/107, B-20/109, B-20/113, B-20/118, B-20/121, B-20/125, B-20/133, B-20/135, B-20/137, B-20/138, B-20/139, B-20/142, B-20/143, B-20/145, B-20/147, B-20/148, B-20/150, B-20/151, B-20/153,	B-20/174, B-20/180, B-20/182, B-20/197, B-20/204, B-20/205, B-20/214, B-20/108, B-20/114, B-20/136, B-20/149, B-20/152, B-20/156, B-20/173, B-20/177, B-20/201, B-20/217, B-20/222, B-20/228	There are standard protective provisions for the benefit of electricity undertakers contained in Part 1 of Schedule 16 to the Order. However, the parties are in discussion and are seeking to reach an agreement on bespoke protective provisions.	The parties are in ongoing discussions as to the nature of protections/agreements required.	SoCG meetings held weekly to agree nature of interaction to then feed into legal agreement. Issues remaining to be resolved include: construction interfaces, management of a shared access road, protections for EA3 cable crossings, interaction of the Project with a SPR SuDS Pond and landscaping. Draft heads of terms for an agreement were sent to SPR on 10th March. The Applicant followed up with SPR on 24th March, 9th April, 10th April, 16th April, 22nd April and 5th May. SPR provided \response on the draft heads of terms on 12 May	SPR indicated in [REP-162] that it is not a section 127 party. Although, SPR does not explain why it isn't as it has both a licence and land interests. The Applicant is seeking to clarify this with SPR and in the meantime has

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
			B-20/154, B-20/157, B-20/220				2026. The Applicant responded with an amended set of terms on 2 June 2026 and the parties held a meeting on 16 June 2026 to agree oustanding issues relating to the structure of the legal agreement between the SPR entities and the Applicant's CA position in respect of SPR land interests. The parties remain in communication on outstanding points including the draft Protective Provisions provided by the AP on 29 June, which the Applicant will include in the Order at D7. The Applicant is waiting for the AP to return the HoT's. **Deadline 8 Update** – The AP shared an updated version of the heads of terms for the legal interface agreement on 7 July 2026 which the Applicant is in the process	submitted a preventative section 127/138 application at Deadline 7. **Deadline 8 Update**: Post Deadline 7, the Applicant engaged with SPRUKL to further understand the nature of its s127 status. SPRUKL has confirmed that as it does not hold generating assets at

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
							of considering. In the meantime, at Deadline 7, the Applicant submitted an amended version of the AP's proposed draft protective provisions. The Applicant considers that these amended PPs provide the AP with sufficient protections in respect of the identified interfaces between its project and the Project. It is anticipated that the legal interface agreement will therefore manage and regulate the detailed interactions of the interfaces between the two projects. In readiness for Deadline 8, the Applicant prepared an amended version of the draft PPs submitted at Deadline 7 to include an additional provision clarifying the extent of Class 8 land at plot B-20/199, the details for which are set out in the	Bramford, it is not a s127 party. The Applicant is therefore withdrawing the s127 submission for SPRUKL at Deadline 8.

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
							table below, in response to the AP's D7 submission on land plans. This updated drafting is included in the version of the dDCO submitted at Deadline 8. On 29 July 2026, the AP confirmed to the Applicant of its intention to share a further amended version of the PPs prior to Deadline 8. On the day of Deadline 8 (4 August 2026), the AP issued their updated version of the PPs and the Applicant is reviewing the updates. The Applicant and the AP remain engaged on the heads of terms for the legal interface agreement and on the draft PPs. **Status: PP's not Agreed. Issues in Dispute set out in the Appendix**	

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
26	Hall Farm Solar BESS Limited (Innova Renewables Limited)	N/A	N/A	There are standard protective provisions for the benefit of electricity undertakers at Schedule 16, Part 1. However, the parties are in discussion and are seeking to reach an agreement on a side agreement to resolve interactions.	The parties are in ongoing discussions as to the nature of protections/ agreements required.	Engagement to date was addressed at CA2 Hearing. The Applicant will continue to liaise with the Affected Party to resolve the interactions between the two projects and in particular in relation to the interaction with the drainage pond and provide a further update at D5. Heads of terms for an agreement between the parties have been issued to Innova Renewables and comments on these are awaited.	The parties are in ongoing discussions as to the nature of protections/agreements required.	A resolution with Innova Renewables is pending furtherance of detailed design interactions between the different projects. Further positive detailed design engagement has since taken place between both projects, and both parties are cooperating to formalise a proposed solution. Engagement to date was addressed at CA2 Hearing. The Applicant will continue to liaise with the Affected Party to resolve the interactions between the two projects and in relation to the interaction with the drainage pond and provide a further update at D5. Heads of terms for an agreement between the parties have been issued to Innova Renewables. Innova Renewables provided comments on	Both

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP			these heads of terms and the Applicant re-issued comments back. Further comments on these are awaited and the parties will continue to progress these It is acknowledged that Hall Farm Solar BESS Limited (an entity controlled by Innova Renewables) was granted an electricity generation licence by Ofgem at the beginning of April 2026 and we are seeking to confirm with them their land interests to confirm their status **Status: Protective Provisions included in Part 1 of Schedule 16 to the Order. No bespoke protective provisions being negotiated.**.	

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
27	Verizon UK Ltd	N/A	H-6/21, H-6/21a, H-6/22, H-6/25, H-6/86, H-6/94	H-6/74	H-6/81, H-6/98, H-6/100, H-6/110	There are standard protective provisions for the benefit of operators of electronic communications code networks at Schedule 16, Part 2. **Status** No further protective provisions to be submitted.	Not currently required.	03/07/2026 SOCG signed. Will be submitted at Deadline 7. **Summary of Outstanding Issues:** None	S.138
28	Virgin Media Limited	N/A	A-1/56, B-20/161, B-20/163, B-20/167, B-20/176, B-20/181, B-20/183,	B-2/73, B-2/78, B-3/12, B-12/98, B-12/109, B-13/15, B-13/16, B-20/233, B-20/243, C-11/92, C-12/1, C-13/41a, C-13/42a, C-13/56a, C-13/65a,	A-1/47, A-1/57, B-2/68, B-2/77, B-2/103, B-2/104, B-3/3, B-3/3a, B-3/16, B-3/17, B-12/95, B-12/105, B-12/111, B-12/113,	There are standard protective provisions for the benefit of operators of electronic communications code networks at Schedule 16, Part 2. **Status:** No further protective provisions to be submitted.	Not currently required.	Latest contact on week commencing 2nd February, providing draft SoCG, GIS shapefile, and interface schedule documenting all interactions. Comments received and engagement ongoing. An updated statement of common ground was provided on 13 April, input was provided by Virgin Media Limited, an updated SoCG is being provided at	S138

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		B-20/192, B-20/193, B-21/2, B-21/6, B-21/8, B-21/9, B-21/12, B-21/14, B-21/15, B-21/34, B-21/35, B-21/37, B-21/38, B-21/39, B-21/	C-13/77a, C-13/78a, C-18/13, C-18/14, C-18/20, C-18/33, -C-18/57, D-1/2, D-1/3, E-5/23, E-5/29, F-8/65, F-8/69, F-8/70, F-8/72, F-8/91, G-4/49, G-4/50, G-4/51, G-4/52, G-4/54, G-6/36, G-6/37, G-6/38, G-6/40, H-4/23, H-4/24, H-4/25, H-4/27, H-4/31, H-4/38, H-4/39, H-5/120, H-6/74	B-13/5, B-20/173, B-20/175, B-20/200, B-20/232, B-20/234, B-20/239, B-20/244, B-21/4, B-21/5, C-8/46, C-13/53, E-5/28, E-5/35, F-8/76, F-8/79, F-8/80, G-4/53, G-4/55, G-4/67, H-5/123, H-5/124, H-6/81			Deadline 4 to reflect the ongoing engagement with Virgin Media Limited. 03/07/2026 SOCG agreed but seeking to resolve the technicalities of the AP signing it 15/07/26- SoCG signed	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		48, B-21/ 49, B-21/ 52, B-21/ 53, B-21/ 59, B-21/ 65, B-21/ 67, B-21/ 70, B-21/ 71, B-21/ 72, H-5/2, H-5/2 b, H-6/2 1, H-6/2 1a, H-6/2 5, H-6/8						

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
			6, H-6/93						
29	Vodafone Limited	N/A	A-1/56, B-20/163, B-20/168, B-20/170, B-20/176, B-20/183, B-20/184, B-20/188, B-20/198, B-20/203, B-20/221, B-21/2, B-21/	B-16/41, B-16/54, B-16/58, B-16/61, B-16/62, B-16/72, B-16/74, B-17/11, B-17/22, B-17/25, B-17/27, B-17/29, C-11/90, C-11/92, C-18/13, C-18/14, C-18/20, C-18/29, C-18/33, -C-18/57, D-1/2, D-1/3, G-6/35, G-6/36, G-6/38, G-6/40, H-4/23, H-4/24, H-4/25, H-4/27, H-4/31,	A-1/47, A-1/57, B-14/107, B-16/40, B-17/17, B-17/18, B-17/28, B-20/172, B-20/177, B-20/200, B-21/4, B-21/5, H-6/30, H-6/69, H-6/81, A-1/5, A-1/9, A-1/10, A-1/18, A-1/48, A-1/49, A-1/50, A-1/51, A-1/52, A-1/54	There are standard protective provisions for the benefit of operators of electronic communications code networks at Schedule 16, Part 2. **Status:** No further protective provisions to be submitted.	Not currently required. Latest contact on week commencing 2nd February, providing draft SoCG, GIS shapefile, and interface schedule documenting all interactions. Awaiting comments. An updated statement of common ground was provided on 13 April. Further engagement was held in a meeting 21 April and a	Latest contact on week commencing 2nd February, providing draft SoCG, GIS shapefile, and interface schedule documenting all interactions. Awaiting comments. An updated statement of common ground was provided on 13 April. Further engagement was held in a meeting 21 April and a formal response on the SoCG is awaited from Vodafone. 03/07/26 - SoCG is currently under review for signing by Vodafone senior personnel, an email chaser sent on 29/06/26 another chase email sent 03/07/26 **Summary of Outstanding Issues**: Technical engagement with	S138.

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		6, B-21/7, B-21/8, B-21/9, B-21/12, B-21/14, B-21/15, B-21/17, B-21/18, B-21/40, B-21/49, B-21/60, B-21/65, B-21/66, B-21/67,	H-4/39, H-6/74, A-1/3, A-1/8, A-1/11, A-1/14			formal response on the SoCG is awaited from Vodafone	Vodafone Limited is ongoing, a meeting has been arranged with Vodafone and National Grid for Tuesday 09th June 2026. 03/07/26 - Meeting held and the SoCG is being checked by Senior Vodafone engineers. 15/07/26 SoCG response is outstanding with Vodafone engineering team.	

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
		B-21/69, B-21/70, B-21/74, B-21/76, B-21/77, B-21/78, B-21/79, B-21/80, B-21/81, B-21/83, B-21/84, B-21/85, B-21/86, H-6/21, H-6/2						

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
			1a, H-6/22, H-6/25, H-6/30a, H-6/36, H-6/54, H-6/62, H-6/86, H-6/87, H-6/93, A-1/1, A-1/58						
30	Zayo Group UK Limited	N/A	N/A	B-3/12	B-2/103, B-2/104, B-3/16	There are standard protective provisions for the benefit of operators of	Not currently required.	Latest contact on week commencing 2nd February, providing draft SoCG, GIS shapefile, and interface schedule documenting all interactions. The Applicant	S138.

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
						electronic communications code networks at Schedule 16, Part 2. **Status:** No further protective provisions to be submitted.		followed up further on 4th March and is awaiting comments back. An updated statement of common ground was provided on 16 April and the Applicant received comments back on 28 April. Further engagement was held in a meeting 30 April and a formal response to the SoCG is awaited. Summary of Outstanding Issues: Potential impact to Zayo below ground apparatus. Technical engagement with Zayo Group UK Ltd is ongoing. 15/07/26 SoCG has been signed.	
31	Hornsea Project Three (UK) Limited	N/A	A-1/4, A-1/56, A-1/58,	A-1/3, A-1/8	A-1/5, A-1/10, A-1/48, A-1/49, A-1/50, A-1/51,	There are standard protective provisions for the benefit of electricity and gas	A draft side agreement has been shared by the Applicant. The Applicant has	The parties' lawyers met to discuss interfaces and approach to protections on 14 May. The Applicant's lawyers shared high level heads of terms with	Both

	Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
		CA[1]	CA[2]	CA of rights	TP				
			A-1/1, A-1/2		A-1/52, A-1/53, A-1/54, A-1/57	undertakers at Schedule 16, Part 1. **Status:** It is not currently anticipated that bespoke protective provisions will be required.	had an initial meeting to discuss with Hornsea Three's lawyers and is awaiting formal comments. **Summary of Outstanding Issues:** the side agreement is intended to provide additional comfort to Hornsea Three in relation to its apparatus and land interests.	Hornsea Three's lawyers on 21 May and a draft of the side agreement on 5 June. The lawyers met again on 30 June 2026 and comments from Hornsea Three are expected shortly.	
32	South Eastern Power Networks plc	N/A	N/A	F-1/77, F-1/85, F-1/86	E-8/10, E-8/14, F-1/63, F-1/65, F-1/89, F-1/90	There are standard protective provisions for the benefit of electricity undertakers at	Not currently required.	SOCG signed on 20.07.2026 with UKPN who operates on behalf of SEPN (the electricity distribution licence holder).	S138.

Organisation	Plots affected				Status of protective provisions	Scope and purpose of any relevant side agreement	Current position	S127/S138 engaged?
	CA[1]	CA[2]	CA of rights	TP				
					Schedule 16, Part 1. **Status:** No further protective provisions to be submitted.			

Table 1.2 Protective Provisions and Side Agreements for non-Statutory Undertakers – Deadline 3 Update

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position
Suffolk County Council, Norfolk County Council, Essex County Council, Thurrock Council (Flood Authorities)	There are protective provisions for the benefit of drainage and flood authorities at Schedule 16, Part 3. However this version has not yet been agreed with the Flood Authorities and we await their comments.	Not currently required.	Parties have been in correspondence since August 2025. Following Issue Specific Hearing 3, the Applicant received a list of required amendments from Norfolk County Council and Suffolk County Council on 25 June and returned a set of protective provisions on 3 July to the Councils taking all but one of these amendments into account. The lead local flood authorities have since confirmed their acceptance of these protective provisions and their consent to the disapplication of section 23 of the Land Drainage Act 1991. The agreed protective provisions are included in the **3.1 Draft DCO (Revision G)** submitted Applicant anticipates including them in the draft Order at Deadline 7.

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position
			Status: PP's Agreed.
Suffolk County Council, Norfolk County Council, Essex County Council, Thurrock Council (Highways Authorities)	There are protective provisions for the benefit of the highway authorities at Schedule 16, Part 4. However, the parties are in discussion and are seeking to reach an agreement on bespoke protective provisions.	The Applicant will offer a highways agreement on the same terms as protective provisions if completed before close of Examination.	Parties have been in correspondence since July 2025 in respect of the protective provisions. Save for some initial comments from Essex County Council, the Applicant has not received any comments or confirmation of legal advisors acting on behalf of Highways Authorities. On 27 February 2026, the protective provisions were re-sent together with a highways agreement mirroring the terms of the protective provisions. The Applicant has followed up on 17th March, 25th March, and 31st March. The Authorities confirmed via email correspondence that their intention is to co-ordinate their comments into a single response but a co-ordinate response is yet to be received. The Applicant received comments from Thurrock Council on the Framework Highways Agreement on 31 March 2026 and returned these comments on 11 May 2026. The Applicant awaits comments from the other Authorities. The Applicant sent a follow up email on 2 June. On 6 July, Essex and Thurrock confirmed a preference to enter into a Framework Highways Agreement. On 3 July, the Applicant received comments from Norfolk County Council, Essex County Council and Suffolk County Council on the draft protective provisions. The Applicant provided an updated set of protective provisions to the local highway authorities on 3 August for consideration as part of ongoing framework highways agreement discussions. The parties will

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position
			continue to engage with a view to agreeing protective provisions noting that majority of the issues in dispute are included already within the current drafting, but in different phrasing. **Status: PP's not Agreed. Issues in Dispute set out in the Appendix**
Water Management Alliance (East Suffolk Water Management Board, Norfolk Rivers Internal Drainage Board, and Waveney, Lower Yare & Lothingland Internal Drainage Board)	Bespoke protective provisions in favour of the Water Management Alliance are now agreed and included in the **3.1 Draft DCO (Revision G)**.	Not currently required.	Parties have been in correspondence since October 2025.,The protective provisions are now now agreed and these agreed protective provisions are included in the draft Order submitted at Deadline 7. **Status: PP's Agreed**
Exolum Pipeline System Ltd	Bespoke protective provisions in favour of Exolum Pipeline System Limited are now agreed and included in the **3.1 Draft DCO (Revision G)**.	Not currently required.	Legal representatives have been in correspondence since August 2024. The protective provisions are now agreed and the agreed protective provisions are included in the draft Order submitted at Deadline 7. **Status: PP's Agreed**
British Pipeline Agency	The parties are in discussion and are seeking to reach an agreement on bespoke protective provisions.	Asset protection agreement is currently under negotiation.	Legal representatives in correspondence since April 2025 and the parties have now completed an Asset Protection Agreement to resolve BPA's concerns. **Summary of Outstanding Issues**: there are no key issues in dispute. The Asset Protection Agreement has now completed avoiding the necessity for Protective Provisions. This agreement

Organisation	Status of protective provisions	Scope and purpose of any relevant side agreement	Current position
			resolves all of BPA's concerns and the Applicant understands that BPA's letter of withdrawal will be issued imminently and received in advanced of Deadline 8. **Status: Parties agreed that PP's are not required**

2. Summary of Outstanding Issues – Protective Provisions

Table 2.1 Outstanding Issues between NGET and Affinity Water Limited

Issue	Affinity Wording	NGET Wording	Commentary
Apparatus in stopped up street	*4(2) Regardless of the temporary stopping up, alteration, diversion, restriction of use of any street under the powers conferred by article 17 (temporary alteration, diversion, prohibition and restriction of the use of streets), Affinity Water is at liberty at all times to take all necessary access across any such stopped up street and to execute and do all such works and things in, upon or under any such highway street as may be reasonably necessary or desirable to enable it to maintain any of Affinity Water's apparatus which at the time of the stopping up or diversion was in that street ~~subject to provision of reasonable prior notice to the undertaker (except in the case of emergency) and compliance at all times with the undertaker's reasonable site safety rules and health and safety law~~.*	*4(2) Regardless of the temporary stopping up, alteration, diversion, restriction of use of any street under the powers conferred by article 17 (temporary alteration, diversion, prohibition and restriction of the use of streets), Affinity Water is at liberty at all times to take all necessary access across any such stopped up street and to execute and do all such works and things in, upon or under any such highway street as may be reasonably necessary or desirable to enable it to maintain any of Affinity Water's apparatus which at the time of the stopping up or diversion was in that street subject to provision of reasonable prior notice to the undertaker (except in the case of emergency) and compliance at all times with the undertaker's reasonable site safety rules and health and safety law*	Streets stopped up temporarily may be active constructions sites and advance notice/compliance with health and safety provisions must apply. It is also noted that emergency works are exempted from this. NGET's proposed wording for this provision has now been accepted by Affinity Water and the parties continue to engage on the outstanding issues

Issue	Affinity Wording	NGET Wording	Commentary
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 must not—* *(a) appropriate or acquire any interest in land held by Affinity Water or take temporary possession of any of Affinity Water's apparatus;* *(b) acquire, appropriate, extinguish or interfere with or override any easement or other interest or right of which Affinity Water or Affinity Water's apparatus has the benefit otherwise than with the prior written consent of Affinity Water. Such consent may be subject to such conditions as Affinity Water may reasonably require and such conditions may include (but not be limited to):~~but must not to be unreasonably withheld or delayed).~~* *(i) provisions to ensure the creation, grant or transfer of such*	*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 must not—* *(a) appropriate or acquire any interest in land held by Affinity Water or take temporary possession of any of Affinity Water's apparatus;* *(b) acquire, appropriate, extinguish or interfere with ~~or override~~ any easement or other interest or right of which Affinity Water or Affinity Water's apparatus has the benefit otherwise than with the prior written consent of Affinity Water. Such consent may be subject to such conditions as Affinity Water may reasonably require (but must not to be unreasonably withheld or delayed).*	The insertion of "override" is opposed as Affinity Water are already comprehensively protected against any interaction which actually interferes with it and including the term "override" would be redundant and introduce uncertainty. The requirement that Affinity Water's consent not being "unreasonably withheld or delayed" is a standard protection and must be retained. The insertions of (b)(i) and (ii) are opposed as they are redundant and introduce uncertainty. The granting of alternative easements or land rights is already provided for and any consent under Schedule 13 of the Water Industry Act is already required under the Retained Apparatus provisions.

Issue	Affinity Wording	NGET Wording	Commentary
	alternative easements, interests or rights for the benefit of Affinity Water's apparatus (including any alternative apparatus) as Affinity Water may reasonably require; and *(ii) where Affinity Water's apparatus is to remain in, on, under or over any authorised development or property of the undertaker that are to be present as a result of any appropriation, acquisition, extinguishment, interference or overriding within sub-paragraph 6(1)(b), reasonable provisions in respect of the necessary consent by the undertaker that might otherwise be required from the undertaker under Schedule 13 to the Water Industry Act 1991 in respect of any interference to such*		

Issue	Affinity Wording	NGET Wording	Commentary
	authorised development or property of the undertaker resulting from the carrying out of any works or the exercise of any other powers by Affinity Water in respect of such Affinity Water's apparatus		
Acquisition of Land	*[New insertion]* *6(2) The reasonable conditions in sub-paragraph 6(1)(b)(ii) may include requirements for the undertaker and Affinity Water to determine no later than the date of completion of the authorised development, works or exercise of powers or categories of works or exercise of powers the carrying out or exercise of which by Affinity Water is capable of being consented to in advance by the undertaker. In respect of such works or powers that are capable of being consented to in advance by the undertaker, that advance consent under Schedule 13 to the Water Industry Act 1991 will be given by the undertaker on completion of the authorised development. In respect of those*	*[Not incorporated]*	The insertion is opposed as it is redundant and introduces uncertainty.

Issue	Affinity Wording	NGET Wording	Commentary
	works or powers the carrying out or exercise of which by Affinity Water is not capable of being consented to in advance, the reasonable provisions will set out a process for the giving of the consent under Schedule 13 within specified expedited timescales (such timescales to be agreed between the undertaker and Affinity Water acting reasonably) following any request for such consent by Affinity Water.		
Removal of apparatus	*7(3) The reasonable provisions in sub-paragraph (2) may include requirements for the undertaker and Affinity Water to determine no later than the date of completion of the authorised development, works or exercise of powers or categories of works or exercise of powers the carrying out or exercise of which by Affinity Water is capable of being consented to in advance by the undertaker. In respect of such works or powers that are capable of being consented to in advance by the undertaker, that advance consent under Schedule 13 to the Water Industry Act 1991 will be given by*	*[Not incorporated]*	The insertion is opposed as it is redundant and introduces uncertainty. The granting of alternative easements or land rights is already provided for and any consent under Schedule 13 of the Water Industry Act is already required under the Retained Apparatus provisions.

Issue	Affinity Wording	NGET Wording	Commentary
	the undertaker on completion of the authorised development. In respect of those works or powers the carrying out or exercise of which by Affinity Water is not capable of being consented to in advance, the reasonable provisions will set out a process for the giving of the consent under Schedule 13 within specified expedited timescales (such timescales to be agreed between the undertaker and Affinity Water acting reasonably) following any request for such consent by Affinity Water.		
Retained apparatus	*7(10) If Affinity Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 56 days~~20 business days~~ of receiving a notice of the required works from the undertaker the undertaker shall have recourse to arbitration in accordance with article 54 (arbitration).*	*7(9) If Affinity Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 20 business days of receiving a notice of the required works from the undertaker the undertaker shall have recourse to arbitration in accordance with article 54 (arbitration).*	This amendment from deemed approval to arbitration is likely to be resolved on the next iteration, subject to conversations on timescales between the parties

Issue	Affinity Wording	NGET Wording	Commentary
Specified Works	9(1) Not less than 56 days before commencement of any specified works, the undertaker must submit to Affinity Water a plan in respect of the specified works to be executed. *9(7) If the revised plan is not approved within 10 business days, the undertaker may require a meeting to be held between the chief engineers of the undertaker and Affinity Water to agree the plan and programme or, if the plan and programme is not agreed and approved the dispute may be settled by arbitration in accordance with article 62 (arbitration) upon request by either party.*	9(1) Not less than 20 business days before commencement of any specified works, the undertaker must submit to Affinity Water a plan in respect of the specified works to be executed. *9(7) Where Affinity Water require that it carry out restricted specified works under sub-paragraph (7), the undertaker may require a meeting to be held between the chief engineers of the undertaker and Affinity Water to agree the plan and programme or, if the plan and programme is not agreed and approved within 28 days the dispute may be settled by arbitration in accordance with article 62 (arbitration) upon request by either party.*	Where deemed approval has been opposed by Affinity Water the relevant period has been shortened to ensure that any dispute resolution process can occur without creating a delivery risk to the Project. Provision 9(7) is for Affinity Water carrying out works, not in relation to the revised plan. A strict timeframe must apply before the matter can be referred to arbitration to provide certainty.
Specified Works	*9(8)* *...* *and Affinity Water is entitled to supervise and inspect the execution of those works where reasonably practicable to do so and in accordance with any*	*9(8)* *...* *and Affinity Water is entitled to supervise and inspect the execution of those works where reasonably practicable to do so and subject to compliance at all times with the undertaker's*	For the safety of all those on the relevant construction site and undertaker must be aware of any visitors (with sufficient time to make any necessary accommodations for those visitors) and all health and safety rules applying to the site (statutory or not) must be adhered to.

Issue	Affinity Wording	NGET Wording	Commentary
	relevant health and safety laws legislation.	*reasonable site safety rules and all applicable health and safety laws and regulations provided that reasonable notice of such supervision or inspection is given appropriately in advance to the undertaker.*	NGET's proposed wording for this provision has now been accepted by Affinity Water and the parties continue to engage on the outstanding issues
Specified Works	*9(11) Nothing in this paragraph precludes the undertaker from submitting a new plan instead of the plan previously submitted, and the provisions of this paragraph apply to and in respect of the new plan, except that (unless otherwise agreed with Affinity Water acting reasonably):* *(a) where the new plan is materially different from the plan previously submitted, this new plan shall be submitted at least 56 business days before commencing the execution of any works;* *(b) where the new plan is not materially different from the plan previously submitted, this new plan shall be submitted at least 28 days before commencing the execution of any works.*	*9(11) Nothing in this paragraph precludes the undertaker from submitting a new plan instead of the plan previously submitted, and the provisions of this paragraph apply to and in respect of the new plan, except that (unless otherwise agreed with Affinity Water acting reasonably) this new plan shall be submitted at least 20 business days before commencing the execution of any works.*	Where deemed approval has been opposed by Affinity Water the relevant period has been shortened to ensure that any dispute resolution process can occur without creating a delivery risk to the Project.
Specified Works	*9(15) As soon as reasonably practicable after any ground*	*9(15) As soon as reasonably practicable after any ground*	The undertaker must be notified and aware of any instance where works are carried out that

Issue	Affinity Wording	NGET Wording	Commentary
	subsidence event attributable to the authorised works the undertaker shall implement an appropriate ground mitigation scheme save that Affinity Water retains the right to carry out any further necessary protective works for the safeguarding of Affinity Water's apparatus and can recover any such costs in line with paragraph 10 (expenses and costs) ~~provided that Affinity Water provide notice of those protective works which specifies what the protective works are and how these ensure the safety of its apparatus~~.	*subsidence event attributable to the authorised works the undertaker shall implement an appropriate ground mitigation scheme save that Affinity Water retains the right to carry out any further necessary protective works for the safeguarding of Affinity Water's apparatus and can recover any such costs in line with paragraph 10 (expenses and costs) provided that Affinity Water provide notice of those protective works which specifies what the protective works are and how these ensure the safety of its apparatus.*	it is liable for and those works must be justified to meet the regulatory obligations on the use of public funds.
Expenses	*10(9) Affinity Water must give the undertaker a final account of the costs in relation to which a schedule has been provided under sub-paragraph (8) ~~within 4 months of that claim being made~~ and within 25 business days of the issue of the final account (unless otherwise agreed)—*	*10(9) Affinity Water must give the undertaker a final account of the costs in relation to which a schedule has been provided under sub-paragraph (8) within 4 months of that claim being made and within 25 business days of the issue of the final account (unless otherwise agreed)—*	For all future payments covering anticipated costs there must be a defined balancing date to avoid unnecessary or onerous burdens of significant unused funds being held inappropriately
Expenses	*11(1)(a) bear and pay the cost reasonably incurred by Affinity Water, and accompanied with an ~~appropriate~~ invoice, in making*	*11(1)(a) bear and pay the cost reasonably incurred by Affinity Water, and accompanied with an appropriate invoice, in making*	All claims for which the undertaker is liable must be made with appropriate formal requirements to comply with regulatory requirements for using public funds

Issue	Affinity Wording	NGET Wording	Commentary
	good such damage, restoring the supply or ensuring the continuity of supply;	*good such damage, restoring the supply or ensuring the continuity of supply;*	
Expert Determination	*Various references and new insertion* *16.* *(1) Article 62 (arbitration) or the Order does not apply to paragraph 8 (facilities and rights for alternative apparatus) of this Part of this Schedule.* *(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.* *(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.*	*[not incorporated and all references amended to refer to arbitration under Article 62]*	All disputes must follow the same escalation and dispute resolution process unless there is a clear justification for an alternative process. All matters covered in these provisions are most appropriately dealt with by arbitration under the Order and the alternative process is opposed as it introduces unnecessary complexity and uncertainty.

Issue	Affinity Wording	NGET Wording	Commentary
	(4) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date that an expert is appointed. The expert must— *(a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 7 days of the expert's appointment;* *(b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;* *(c) issue a decision within 7 days of receipt of the submissions under sub-paragraph (b); and* *(d) give reasons for the decision.* *(5) Any determination by the expert is final and binding, except in the case of manifest error in which case the different that has been subject to expert determination may be referred to and settled by arbitration under article 62 (arbitration).* *(6) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.*		

Table 2.2 Outstanding Issues between NGET and Sheringham and Shoal and Dudgeon Extensions Projco Limited (Equinor)

Issue	SSDEPL's Wording	NGET Wording	Updated NGET Wording at Deadline 8	Commentary
Land rights (paragraph 5)	The undertaker must not under the powers of this Order- (a) acquire, extinguish, suspend, override or interfere with any rights that SSDEPL has in respect of any land or apparatus within the overlap area; or (c) acquire land within the overlap area, or acquire any new rights, or impose restrictive covenants, or exercise any powers of temporary use, or within the overlap area without the consent of SSDEPL, which consent must not be unreasonably withheld or delayed, but which	The undertaker must not under the powers of this Order acquire, extinguish or suspend any rights that SSDEPL has in respect of any apparatus without the consent of SSDEPL, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.	The undertaker must not under the powers of this Order acquire, extinguish or suspend any apparatus or rights that SSDEPL has in respect of any apparatus, cables or access routes without the consent of SSDEPL, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.	Currently, the SSDE project has no constructed apparatus and the only land rights it holds are under an option agreement. The Applicant has not seen that option agreement and does not have the detail of other option agreements it understands to be under negotiation by SSDEPL. For these reasons, it is unable to include a restriction on its exercise of compulsory powers which would prevent it from overriding or interfering with any land rights or apparatus. It simply does not have the level of certainty which would be required to understand the nature of that commitment and requires the land rights sought in order to be able to deliver its Project without SSDEPL being able to prevent that delivery. However, based on its current understanding, the Applicant has no intention to acquire, extinguish or suspend any rights which SSDEPL does acquire in relation to apparatus once constructed and the Applicant's wording ensures that SSDEPL's apparatus is protected once constructed.

Issue	SSDEPL's Wording	NGET Wording	Updated NGET Wording at Deadline 8	Commentary
	may be made subject to reasonable conditions.			Similarly, given the current level of uncertainty, the Applicant is also unable to accept the restriction on its powers in paragraph (b). Given the critical nature of the NTT Project and its programme, the Applicant cannot be in a position where SSDEPL could have control over its exercise of land powers in the crucial area around the Norwich Main substation. The Applicant acknowledges that there are some complexities around the exercise of temporary possession powers in the overlap area but considers this is a matter to be worked out commercially between the parties as part of a future agreement relating to notification of land owners, restoration obligations, payment of compensation etc. It is negotiating a side agreement with SSDEPL which would cover off these issues in a more appropriate manner. If SSDEPL's sub-paragraph (b) was included, NGET could be prevented from constructing the authorised development due to restrictions on its use of compulsory powers. **Deadline 8 Update:**

Issue	SSDEPL's Wording	NGET Wording	Updated NGET Wording at Deadline 8	Commentary
				Following further discussions with SSDEPL the Applicant has added specific references to SSDEPL's cable locations and access routes. It understands that these are key concerns of SSDEPL and so this should provide additional reassurance that rights in relation to those will not be acquired, extinguished or suspended, in addition to apparatus once constructed. However, for the reasons set out above it is unable to expand the restriction on powers to cover all and any interests SSDEPL might acquire in the future, nor to cover temporary possession powers.
Scope of protections – definition of apparatus etc.	New definitions of: *"proposed SSDE DCO Works"* means any part of Work Nos. 12A, 12B, 12C, 15A, 15B, 15C, 16A, 16B, 16C, 17A, 17B, 17C, 18A, 18B, 19A, 19B, 20A, 20B, 22A and 22B described in the SSDE DCO and any associated development within the overlap area;	References to "apparatus" throughout "apparatus" means the cables, structures or other infrastructure in construction pursuant to the SSDE Order by, owned, occupied or maintained by SSDEPL or its successor in title within the SSDE Order land;		The Applicant's proposed definition of "apparatus" and its inclusion throughout the protective provisions provides SSDEPL with an appropriate level of protection in relation to its undertaking. SSDEPL has not yet constructed any apparatus pursuant to its DCO but the Applicant's wording means that once construction of such apparatus has commenced it will receive appropriate retained apparatus protections under paragraph 6 which provides protections for retained apparatus protection.

Issue	SSDEPL's Wording	NGET Wording	Updated NGET Wording at Deadline 8	Commentary
	"SSDE authorised project" means the authorised project as defined in the Sheringham Shoal and Dudgeon Offshore Wind Farm Order; Additions of references to those definitions within definition of "specified works" and to paragraphs 6(3) and (4).			It is not appropriate or necessary to expand this protection to apparatus construction of which has not commenced or other elements of SSDEPL's authorised development under the SSDE DCO. If SSDEPL's proposed amendments were accepted, the impact would be to create another level of control on the Applicant's ability to construct the authorised development in the vicinity of SSDEPL's future project. Paragraph 7 of the protective provisions provides specific commitments by the Applicant in relation to identified interfaces between the two projects and this, alongside a more detailed side agreement, is the appropriate method for protecting potential future works. This renders SSDEPL's proposed additional drafting unnecessary. In addition, paragraph 9 of the protective provisions includes detailed cooperation provisions which are also built on in the proposed side agreement which will allow for the identification of further potential issues between the parties.
Retained apparatus protection – details of plans	The plan to be submitted to SSDEPL under sub-paragraph (1) must include a method	The plan to be submitted to SSDEPL under sub-paragraph (1) must include a method		SSDEP is seeking that the plans to be submitted relating to specified works also

Issue	SSDEPL's Wording	NGET Wording	Updated NGET Wording at Deadline 8	Commentary
to be provided (paragraph 6)	statement which describes- the exact position of the works; a programme of the works, including any proposed start dates and the anticipated duration of the works; the level at which the specified works are proposed to be constructed or renewed; the manner of their construction or renewal; detailed drawings of the specified work; details of any protective works. any landscaping and/or ecological management plan for	statement which describes— the exact position of the works; a programme of the works, including any proposed start dates and the anticipated duration of the works; the level at which the specified works are proposed to be constructed or renewed; the manner of their construction or renewal; detailed drawings of the specified work; details of any protective works; and in relation to the undertaker's temporary haul road,		include landscaping and/or ecological management plans. There is a distinct process for these documents under the requirements in the DCO. The Applicant does not consider it appropriate to bring those within the scope of these protective provisions and allow SSDEP to request modifications etc. to them. This paragraph of the protective provisions is about protection of retained apparatus and should not provide SSDEPL with a further level of control over the NTT project. The Applicant has provided bespoke commitments in relation to landscape and ecology issues where appropriate (see paragraph 7(1)(c) and (f) in the protective provisions) The Applicant is happy to continue to engage with SSDEPL on landscape and ecology issues as it has been doing to date.

Issue	SSDEPL's Wording	NGET Wording	Updated NGET Wording at Deadline 8	Commentary
	the specified works; and in relation to the undertaker's temporary haul road, any intended maintenance regime.	any intended maintenance regime.		
Undertaker's covenants – access to the substation (paragraph 7)	Notwithstanding the provisions of paragraph 6, the undertaker must: not prevent, unduly restrict, interfere with, or render inconvenient, SSDEPL's access to its substation, including but not limited to ensuring that the landscape and ecological management plan in respect of the overlap area to be submitted to the relevant planning authority for approval pursuant to requirement 4 of Schedule 3 does not include planting or other landscaping and	Notwithstanding the provisions of paragraph 6, the undertaker must: maintain SSDEPL's access to its substation in accordance with its existing land rights; not plant over SSDEPL's access to its substation as part of the undertaker's landscape and ecological management plan;	Notwithstanding the provisions of paragraph 6, the undertaker must: maintain SSDEPL's permanent access and temporary access (during the period in which it is in use as a temporary access) to its substation in accordance with its existing land rights; not plant over SSDEPL's permanent access or temporary access (during the period in which it is in use as a temporary access) to its substation	The Applicant has simplified the drafting to make sure that it covers two appropriate commitments: - the Applicant will maintain SSDEPL's access to its substation, in accordance with the land rights which provide for that access; and - the Applicant expressly will not plant over that access as part of its landscape and ecological management plan. The Applicant has removed the reference to the detailed landscape and ecological management plans submitted pursuant to the relevant requirement. This extra element is unnecessary given the two commitments set out above.

Issue	SSDEPL's Wording	NGET Wording	Updated NGET Wording at Deadline 8	Commentary
	ecological works which conflict with the provision of the proposed SSDE DCO Works, in particular, any landscaping and ecological works being delivered by SSDEPL and the permanent access road to be delivered by SSDEPL in the overlap area as part of the proposed SSDE DCO Works;		as part of the undertaker's landscape and ecological management plan;	The Applicant has been in discussions with SSDEPL on these issues but is presently unsighted on any particular concern SSDEPL has about the proposed drafting. **Deadline 8 Update:** Following further discussions with SSDEPL, the Applicant has added express references to make clear these commitments apply to both the permanent access to the substation and the temporary access (during the period which it is in use) because it understands that the two accesses are on slightly different alignments and both are of concern to SSDEPL. The Applicant understands that SSDEPL also has concerns relating to access to an area of woodland planting. The Applicant is awaiting a plan to confirm the route of that access but anticipates being able to offer a similar commitment once it has an understanding of that route.
Undertaker's covenants – haul road (paragraph 7)	Notwithstanding the provisions of paragraph 6, the undertaker must: liaise with SSDE and agree, prior to the undertaker's haul roads (including associated	Notwithstanding the provisions of paragraph 6, the undertaker must: liaise with SSDEPL and agree the responsibility for and timing of the inclusion of ducting and	Notwithstanding the provisions of paragraph 6, the undertaker must: liaise with SSDEPL and agree the responsibility for and timing of the inclusion of ducting and drainage	The Applicant has clarified the scope of the commitment being given which can be broken down into two key elements: - the Applicant will continue to liaise with SDEPL and agree the responsibility for and timing of the inclusion of ducting and drainage

Issue	SSDEPL's Wording	NGET Wording	Updated NGET Wording at Deadline 8	Commentary
	drainage) within the overlap area being laid out, details of the design, method of and programme for laying out, and subsequent management of those haul roads such that neither parties' activities or works within the overlap area will be rendered undeliverable or materially more difficult or expensive to deliver	drainage beneath the undertaker's haul roads to facilitate both parties' activities or works within the overlap area and to ensure such ducting and drainage is in place before the commencement of the undertaker's haul road subject to SSDEPL having provided a specification for such ducting and drainage 60 business days' prior to the undertaker's proposed commencement date	beneath the undertaker's haul roads to facilitate both parties' activities or works within the overlap area prior to the commencement of the undertaker's haul roads such that neither parties' activities or works within the overlap area will be rendered undeliverable or materially more expensive to deliver; and where it is agreed under sub-paragraph (g) that such ducting and drainage must be installed prior to construction of the undertaker's haul road to ensure such ducting and drainage is in place before that commencement, subject to SSDEPL having provided a specification for such ducting and drainage 60 business days' prior to the undertaker's proposed commencement date.	- beneath the Applicant's haul road in order to facilitate both parties works the Applicant will ensure that such ducting is in place before commencing work on the haul road, so long as SSDEPL has provided them with a specification for it 60 business day's prior. The Applicant considers this drafting reflects the most recent discussions between the parties on this point. It understands that providing the ducting and drainage is installed before the haul road is constructed over it there will no longer be an interface issue. The Applicant is presently unsighted on any particular concern SSDEPL has about the proposed drafting. **Deadline 8 Update:** Clarifications have been made to this drafting based on further discussions with SSDEPL. Although the provision of ducting and drainage under the haul road priorto the Applicant commencing that haul road is one option for dealing with this interface, there could be other options. The revised drafting provides for the two projects to reach agreement on that prior to commencement of the haul road and, if the outcome of that agreement is that the ducting and drainage

Issue	SSDEPL's Wording	NGET Wording	Updated NGET Wording at Deadline 8	Commentary
				does need to be in place before commencement then there is an obligation on the Applicant to ensure that it in place before commencing work on the haul road, so long as SSDEPL has provided them with a specification for it 60 business day's prior.
Temporary works	**Temporary works** After the completion of the work for which any temporary works located within the overlap area was required, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from SSDEPL requiring the undertaker to do so, remove any temporary works from within the overlap area. If the undertaker fails to remove the temporary works from within the overlap area within a reasonable period following receipt of a notice pursuant to sub-	N/A		The Applicant considers that issues relating to the removal of temporary works are most appropriately dealt with through the article 27 of DCO which requires the removal of temporary works where appropriate. The Applicant considers that no further provisions are required to duplicate this point and which might cut across the more general article. For that reason, the Applicant considers this drafting is unnecessary.

Issue	SSDEPL's Wording	NGET Wording	Updated NGET Wording at Deadline 8	Commentary
	paragraph (1), SSDEPL may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.			
Access (paragraph 8)	If in consequence of the exercise of the powers conferred by this Order access to any apparatus is obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable SSDEPL to maintain and operate the apparatus no less effectively than was possible before the obstruction. Subject to sub-paragraph 9(1), the undertaker must not exercise the powers conferred by this Order so as to prevent or interfere with access by SSDEPL to the SSDE DCO Works.	If in consequence of the exercise of the powers conferred by this Order access to any apparatus is materially obstructed the undertaker must provide such alternative means of access to such apparatus as will enable SSDEPL to maintain and operate the apparatus no less effectively than was possible before the obstruction.		The Applicant considers that its wording appropriately protects SSDEPL in relation to its apparatus once constructed. This is particularly the case when read alongside the specific commitments made in paragraph 7(1)(b) and (c) to retain access to the substation which the Applicant considers should also appropriately address the Applicant's concerns relating to its further sub-paragraph. Any additional interactions between the parties in relation to construction working areas are proposed to be addressed through a side agreement. The Applicant considers this to be the more appropriate mechanism for detailed controls and working arrangements.

Issue	SSDEPL's Wording	NGET Wording	Updated NGET Wording at Deadline 8	Commentary
Arbitration (paragraph 12)	Save for differences or disputes arising under paragraph 6(1) and 7(1), any dispute arising between the undertaker and SSDEPL under this Part must be determined by arbitration under article 62 (arbitration).	Any dispute arising between the undertaker and SSDEPL under this Part must be determined by arbitration under article 62 (arbitration).		This carve out is sometimes sought in relation to linear infrastructure and a statutory undertaker having control of any relocation of such linear infrastructure. However, in the context of these protective provisions, this text would refer to incorrect paragraph numbers and appears to be an error. There is no relocation of apparatus either intended nor provided for within the protective provisions. The Applicant considers it appropriate for any dispute under these protective provisions to be referred to arbitration.

Table 2.3 Outstanding Issues between NGET and National Highways Limited

Issue	***National Highways Wording***	***NGET Wording***	**Updated Wording at Deadline 8**	**Commentary**
Consent to works (paragraph 4)	Notwithstanding the limits of deviation permitted pursuant to article [ ] of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out in under or over the strategic road network unless such works are agreed in writing with National Highways at the absolute discretion of National Highways.	Notwithstanding the limits of deviation permitted pursuant to article [ ] of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out in under or over the strategic road network at a distance within 5.5 metres vertically of the lowest point of the ground unless with the express consent unless such works are agreed in writing with National Highways at the absolute discretion of National Highways save in respect of any temporary oversailing equipment which falls below the 5.5m height temporarily during construction, provided that such equipment's installed position is above 5.5m, where such express consent is not required.	Notwithstanding the limits of deviation permitted pursuant to article 5 of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out in under or over the strategic road network unless such works are agreed in writing with National Highways at the absolute discretion of National Highways.	The parties continue to liaise in relation to the appropriate form of security to be included in the protective provisions in favour of National Highways and an agreed position is close to being reached. An update will be provided at Deadline 8 in the updated protective provisions to be included in the **3.1 Draft DCO (Revision H)**. **Deadline 8 Update:** The Applicant conceded the inclusion of its preferred wording outlined in the 'NGET wording' column to the left in order to narrow the issues in dispute between the parties.

Issue	*National Highways Wording*	*NGET Wording*	**Updated Wording at Deadline 8**	**Commentary**
Prior approvals (paragraph 7(1)	The specified works must not commence until —	Save in respect of any specified works being at least 5.5 metres above the surface of the strategic road network (including any temporary oversailing equipment which falls below the 5.5m height temporarily during construction, provided that such equipment's installed position is above 5.5m), such works must not commence until —	The specified works must not commence until —	The parties continue to liaise in relation to the appropriate form of security to be included in the protective provisions in favour of National Highways and an agreed position is close to being reached. An update will be provided at Deadline 8 in the updated protective provisions to be included in the **3.1 Draft DCO (Revision H)**. **Deadline 8 Update:** The Applicant conceded the inclusion of its preferred wording outlined in the 'NGET wording' column to the left in order to narrow the issues in dispute between the parties.
Consent to exercise of articles (paragraph 7(2))	The undertaker must not exercise— article [ ] (maintenance of authorised development); article [ ] (street works)	The undertaker must not exercise— article [ ] (temporary stopping up of streets, rights of way and rights of access); article [ ] (discharge of water); article [ ] (protective works); article [ ] (authority to survey and investigate the land); over any part of the strategic road network or land in which National Highways has an interest without the consent of National Highways, and National Highways may in	The undertaker must not exercise— article [ ] (temporary stopping up of streets, rights of way and rights of access); article [ ] (discharge of water); article [ ] (protective works);	The list of DCO articles within the Applicant's preferred drafting is consistent with precedent in the National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order 2024. The list in National Highways' preferred drafting is, in the Applicant's view, unnecessarily extensive and it is the Applicant's understanding that this list is being reviewed by National Highways with a view to being refined

Issue	*National Highways Wording*	*NGET Wording*	**Updated Wording at Deadline 8**	**Commentary**
	article [ ] (power to alter layout, etc. of streets); article [ ] (permanent stopping up of streets, rights of way and rights of access); article [ ] (temporary stopping up of streets, rights of way and rights of access); article [ ] (access to works) article [ ] (traffic regulation); article [ ] (discharge of water); article [ ] (protective works to buildings); article [ ] (authority to survey and	connection with any such exercise require the undertaker to provide details of any proposed road space	article [ ] (authority to survey and investigate the land); over any part of the strategic road network or land in which National Highways has an interest without the consent of National Highways, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space.	in a further draft to be shared between the parties. An update will be provided at Deadline 8 in the updated protective provisions to be included in the **3.1 Draft DCO (Revision H)**. **Deadline 8 Update:** The Applicant maintains its position that the list of articles over which National Highways seeks a consent mechanism is unnecessarily extensive. The list of articles proposed by the Applicant is of very similar nature to the drafting in the made National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order 2024 and is considered to be proportionate and appropriate particularly noting the various consultation and approval rights that National Highway has as relevant highway authority in the articles of the **3.1 draft DCO [Revision H]** and the management plans over which National Highways has consultation rights under Requirement 4.

Issue	National Highways Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	investigate the land); article [ ] (compulsory acquisition of land); article [ ] (compulsory acquisition of rights); article [ ] (extinguishment and suspension of private rights) article [ ] (use of subsoil under or airspace over streets) article [ ] (temporary use of land by [NGN]) article [ ] (temporary use of land for carrying out the authorised development); article [ ] temporary use of			

Issue	*National Highways Wording*	*NGET Wording*	Updated Wording at Deadline 8	Commentary
	land for maintaining the authorised development); or article [ ] (felling or lopping trees) of this Order, over any part of the strategic road network or land in which National Highways has an interest without the consent of National Highways, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space			
Construction of the specified works	The undertaker must give National Highways 3 months' notice in	The undertaker must give National Highways 3 months' notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways provided that nothing in this	Both parties preferred wording remains as recorded in their respective columns to the left. The parties	The Applicant does not challenge its obligation to provide National Highways with sufficient notice prior to commencement of the specified works but also recognises the critical national

Issue	*National Highways Wording*	*NGET Wording*	**Updated Wording at Deadline 8**	**Commentary**
(paragraph 8)	writing of the date on which the specified works will start unless otherwise agreed by National Highways.	paragraph 8(1) shall prevent the undertaker from commencing a specified work pursuant to a road space booking that has been secured from National Highways in accordance with paragraph 8(2).	are continuing to discuss the point to seek to agree this wording.	need which necessitates the timely delivery of the project. As such, the additional drafting in this paragraph has been included to prevent undue delay to commencement of the specified works. The parties are liaising on this point and the Applicant anticipates that an update will be provided at Deadline 8 in the updated protective provisions to be included in the **3.1 Draft DCO (Revision H)**.
Payments (paragraph 9)	National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the specified works and the undertaker must pay to National Highways the estimate of the NH costs prior to commencing the	National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the specified works and the undertaker must pay to National Highways the estimate of the NH costs prior to commencing the specified works and in any event prior to National Highways incurring any cost but the absence of such estimate will not inhibit the commencement of the specified works by the undertaker.	Both parties preferred wording remains as recorded in their respective columns to the left. The parties are continuing to discuss the point to seek to agree this wording.	The Applicant does not challenge its obligation to pay the estimated NH costs prior to commencement of the specified works but also recognises the critical national need which necessitates the timely delivery of the project. As such, the additional drafting in this paragraph has been included to prevent undue delay to commencement of the specified works, particularly in this instance where such delay would be out of the Applicant's control noting that it is the obligation of National Highways to provide the estimate of the costs to be paid. The parties are liaising on this point and the Applicant anticipates that an update will be provided at Deadline 8 in the

Issue	*National Highways Wording*	*NGET Wording*	**Updated Wording at Deadline 8**	**Commentary**
	specified works and in any event prior to National Highways incurring any cost.			updated protective provisions to be included in the **3.1 Draft DCO (Revision H)**.
Security (paragraph 15)	No phase of the specified works must not commence until the undertaker procures that the specified works are secured by the bond sum to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under	No phase of the specified works must not commence until the undertaker provides the security. If at any time the undertaker is in breach of these provisions of this Part of this Schedule or becomes insolvent without prejudice to any other remedy National Highways is entitled upon giving 5\ Business Days notice to the undertaker to allow the undertaker to rectify any breach to complete that phase or element of the specified works that has been commenced by the undertaker and maintain the same and call upon the undertaker to reimburse it for the cost expended in respect of the same provided that: (i) unless there is a danger to users of the highway, National Highways shall first give 28 days prior written notice (or lesser period as may in the circumstances be reasonable) of its intention to commence work under this sub-paragraph (2);		The parties continue to liaise in relation to the appropriate form of security to be included in the protective provisions in favour of National Highways and an agreed position is close to being reached. An update will be provided at Deadline 8 in the updated protective provisions to be included in the **3.1 Draft DCO (Revision H)**.

Issue	*National Highways Wording*	*NGET Wording*	Updated Wording at Deadline 8	Commentary
	this Order and the specified works under the provisions of this Part of this Schedule. If at any time the undertaker is in breach of these provisions of this Part of this Schedule or becomes insolvent without prejudice to any other remedy National Highways is entitled upon giving notice to the undertaker to use such parts of the bond sum as National Highways considers necessary.	(ii) any notice served under this sub-paragraph (2) shall specify the period of the notice ("the notice period"), the extent of the work which National Highways proposes to carry out, and full details of all matters in respect of which the National Highways considers that the specified works have not been carried out in accordance with this Part of this Schedule; and (iii) if before the expiry of the notice period, the undertaker serves written notice upon the National Highways that it intends diligently to execute the works specified in the notice in accordance with this Part of this Schedule, and specifies a time to complete that the National Highways considers reasonable in the circumstances the National Highways shall not be entitled to execute the relevant part or parts of the specified works specified in the notice served under this paragraph unless the undertaker then fails to execute those works within the agreed timescale use such parts of the bond sum as National Highways considers necessary.		
Indemnity	No caveats added to the indemnity.	The relevant highway authority shall:	—(1) Subject to sub-paragraph (2) below, the undertaker fully	The Applicant considers that it is not unreasonable to expect to be notified of any claims and to be given an

Issue	*National Highways Wording*	*NGET Wording*	**Updated Wording at Deadline 8**	**Commentary**
(paragraph 18)		notify the undertaker upon receipt of any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1); not accept or compromise any claims, charges, costs, expenses, liability or losses to which this indemnity relates without first seeking comments from the undertaker to its validity and as to the amount of the settlement and considering the same;	indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways directly arising from or in connection to the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order and any such costs shall be paid to National Highways within 10 business days of demand save for any loss arising out of or in consequence of any negligent act or default of National Highways. The relevant highway authority shall: notify the undertaker upon receipt of any costs, claims, expenses, damages,	opportunity to provide comments. The Applicant also notes that such requirements are market standard in section 278 agreements with highways authorities. An update will be provided at Deadline 8 in the updated protective provisions to be included in the **3.1 Draft DCO (Revision H)**. **Deadline 8 Update:** It is the Applicant's understanding that the indemnity is now agreed between the parties.

Issue	National Highways Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
			losses and liabilities referred to in sub-paragraph (1); not accept or compromise any costs, claims, expenses, damages, losses and liabilities to which this indemnity relates without first seeking comments from the undertaker to its validity and as to the amount of the settlement and considering the same; and (3) The undertaker's duty to indemnify National Highways pursuant to paragraph 18(1) above shall apply in full and further the undertaker's duty to indemnify shall continue in full force and effect until all such claims have been determined, settled and discharged	

Issue	*National Highways Wording*	*NGET Wording*	**Updated Wording at Deadline 8**	**Commentary**
			and National Highways reimbursed in full notwithstanding the issue of the final certificate.	
Maintenance of the specified works (paragraph 19)	If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured.	If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured provided that nothing in this paragraph 19(2) shall prevent the undertaker from undertaking emergency maintenance works in accordance with section 57 of the New Roads and Street Works Act 1991.	Both parties preferred wording remains as recorded in their respective columns to the left. The parties are continuing to discuss the point to seek to agree this wording.	The drafting here aligns with the existing statutory right of the Applicant to undertake emergency works under the New Roads and Street Works Act 1991 and does not seek to create any new such right. Several DCO precedents (Tilbury2, Sheringham and Dudgeon Extension Projects East Anglia TWO) apply section 57 of the New Roads and Street Works Act 1991 for the same purposes.

Issue	*National Highways Wording*	*NGET Wording*	**Updated Wording at Deadline 8**	**Commentary**
Land (paragraph 20)	(3) The undertaker must not under the powers of this Order: (a) to acquire or use land forming part of; b) acquire new or existing rights over; or (c) seek to impose or extinguish any restrictive covenants over; any part of the strategic road network or land owned by National Highways used for its undertaking, or extinguish any existing rights of or interfere with	The undertaker must not under the powers of this Order (a) acquire Class 1 land forming part of; or (b) seek to impose any restrictive covenants which conflict with the use of the strategic road network over; any part of the strategic road network, or extinguish any existing rights of or interfere with apparatus of National Highways in respect of any third party property, except with the consent of National Highways by written request to legalservicesinbox@nationalhighways.co.uk save for the avoidance of doubt these provisions do not apply to, with the exclusion of paragraph 20(b) above, Article 25 (acquisition of rights) which may be exercised without the consent of National Highways.	Both parties preferred wording remains as recorded in their respective columns to the left. The Applicant makes detailed submissions on this key area of disagreement in **8.34 Applicant's closing statement with a summary of areas of disagreement [Revision A]**.	The Class 1 land take over the SRN required for the Project is proposed to ensure that highways works and highways widening required for the project can be carried on within the adopted extents of the SRN, given the uncertainty as to limits of adoption and freehold ownership of highways which often arise, with a view to simply ensuring that the Applicant can meet any obligations under the Protective Provisions in relation to dedication/adoption and freehold transfer of highways works which would ultimately result in any land acquired being transferred to National Highways in any event. Notwithstanding this, the Applicant acknowledges that it has no intention of depriving National Highways of the freehold ownership of the route of the SRN and the protective provisions in paragraph 20 (Land) of Part 5 Schedule 16 can therefore only

Issue	National Highways Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	apparatus of National Highways in respect of any third party property, except with the consent of National Highways by written request			be exercised with the consent of National Highways. In relation to the plots whereby the acquisition of rights is proposed, whilst there is a difference of opinion between National Highways over the need for an easement (or in the absence of future agreement the CA of~~f~~ rights to oversail the highway), it is the Applicant's position that the CA of these rights is necessary and will not (notwithstanding National Highways' position on this) cause serious detriment to National Highways. National Highways are themselves in agreement that an easement is required in relation to the underground crossing due to the depth of the crossing sitting in the subsoil below the highway. The parties are negotiating an easement but this is not well advanced and in the absence of this being completed on agreed terms, the Applicant will require the rights to CA this easement in the subsoil, in the same way that

Issue	National Highways Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
				other CA rights are required across the scheme as a fall back to ensure the timely delivery of the Project. Accordingly the Applicant cannot give National Highways control over the exercise of the CA of rights at this point in time, which reflects the difference in preferred drafting of this provision. However National Highways are still sufficiently protected under the protective provisions for two reasons: First, paragraph 20 (Land) of the Protective Provisions at Part 5 Schedule 16 provides that the ability to CA rights under or over the SRN is constrained to the extent that no restrictive covenants may be imposed which conflict with the use of the SRN without the consent of National Highways, ensuring no conflicts between the rights sought and the SRN. Secondly, in light of the requirements to comply with both NRSWA and the remaining

Issue	National Highways Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
				terms of the protective provisions, these ensure National Highways have full control and approval of any occupation or and works on the SRN, notwithstanding any private rights above or below the SRN. The Protective Provisions proposed by the Applicant mirror the approach to those confirmed by the Secretary of State in relation to the Yorkshire Green DCO in terms of the protection in Paragraph 20 (Land). The Applicant is also in discussions with National Highways as SRN Highway Authority to reach voluntary agreement on the operation of the Order and secure the voluntary grant of an easement in the subsoil. Notwithstanding that this is has not yet been completed, National Highways has sufficient protection in the form of the protective provisions in their favour as included in Schedule 16 of the Order.

Table 2.4 Outstanding Issues between NGET and Network Rail Infrastructure Limited

As set out in the tables above, the Applicant has been engaging with Network Rail Infrastructure Limited (Network Rail) in relation to the protective provisions to be included for its benefit in the **3.1 Draft Development Consent Order (Revision H)**. As yet, the parties have not reached agreement on the terms of these protective provisions and so the Applicant included its own preferred terms in the **3.1 Draft Development Consent Order [REP6-030]** submitted at Deadline 6.

The table below sets out the key differences (excluding typographical and cross-referencing amendments) between NRIL's template protective provisions and those submitted by the Applicant at Deadline 6, along with the Applicant's justification for the change. Several of these differences have been discussed, and provisionally agreed, with Network Rail, but they are recorded here as differences because they are changes to Network Rail's template protective provisions and a final agreement on a full set of protective provisions is yet to be reached. As a general comment, the Applicant notes that the protective provisions submitted by the Applicant at Deadline 6 are generally consistent with those offered to Network Rail in the context of the Applicant's Sea Link project, which is currently awaiting a decision.

Issue	Network Rail Wording	NGET Wording	Commentary
Third party rights – paragraph 1	The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 15 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.	The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail.	This is an ancillary change to the one described at 'Third party rights – paragraph 14(5) (Network Rail template only)' – see further below.
Definition – paragraph 2	"asset protection agreement" means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;	"asset protection agreement" means either an asset protection agreement, a basic asset protection agreement or both as shall be reasonably determined by Network Rail to regulate the construction and maintenance of the specified work in a form	Following discussions with Network Rail, the Applicant understands that it may be required to enter into an asset protection agreement, a basic asset protection agreement or both. The Applicant has therefore clarified this in the definition of 'asset protection agreement', which is used in paragraph 4(6).

Issue	Network Rail Wording	NGET Wording	Commentary
		reasonably prescribed from time to time by Network Rail;	The Applicant appreciates that Network Rail needs to be able to prescribe the form of its asset protection agreement from time to time. However, the Applicant considers that Network Rail needs to act reasonably when doing so, so as not to frustrate the delivery of a nationally significant infrastructure project through the imposition of unreasonable terms.
Definition – paragraph 2	"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;	"construction" includes execution, placing, maintenance, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;	The Applicant has added "maintenance" to the definition of "construction" to ensure that the protective provisions apply to any maintenance works undertaken.
Standard of reasonableness – paragraph 3(3)	N/A	Where under this Part of this Schedule Network Rail is required to act reasonably, any standard of reasonableness required to be exercised by Network Rail shall constitute the standard of reasonableness to be expected of a prudent railway statutory undertaker acting in compliance with its statutory and regulatory duties.	The Applicant has added this provision in to make clear the standard of reasonableness to which Network Rail is required to act. This should provide clarity when interpreting uses of "reasonable" (or equivalent) throughout the protective provisions.
Control on the use of Order powers – paragraph 4(1)	The undertaker must not exercise the powers conferred by— a) article [●] (development consent granted by the Order);	The undertaker must not exercise the powers conferred by— s) article 20 (discharge of water);	Paragraph 4(1) requires the Applicant to seek Network Rail's consent prior to exercising certain powers under the **3.1 Draft Development Consent Order (Revision H)** in respect of any railway property (as defined).

Issue	Network Rail Wording	NGET Wording	Commentary
	b) article [●] (maintenance of authorised development); c) article 20 (discharge of water); d) article 22 (authority to survey and investigate the land); e) article [●] (compulsory acquisition of land); f) article [●] (compulsory acquisition of rights); g) article [●] (acquisition of subsoil only); h) article [●] (power to override easements and other rights); i) article [●] (temporary use of land for carrying out the authorised development); j) article [●] (temporary use of land for maintaining the authorised development); k) article [●] (statutory undertakers); l) article [●] (private rights of way); m) article 50 (felling or lopping);	t) article 22 (authority to survey and investigate the land); c) article 50 (felling or lopping); u) article 51 (trees subject to tree preservation orders); in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.	Network Rail is seeking control over an increased list of powers, as well as a general restriction on the use of compulsory acquisition powers over railway property without its consent. Although Network Rail could not unreasonably withhold consent in such circumstances (see paragraph 4(5)), Network Rail's template protective provisions do not otherwise ensure that consent (or a refusal to grant consent) would be provided expeditiously. The Applicant still anticipates that both the exercise of powers pursuant to the **3.1 Draft Development Consent Order (Revision H)** and the acquisition of land interests in relation to railway property would be addressed through voluntary agreement. However, the parties have not yet been able to reach agreement. The Applicant hopes that the further design information provided to Network Rail on 28 May 2026 will help the parties move forward towards an agreement but, to date, no response from Network Rail on the acceptability of the crossing details has been forth coming. The Applicant has concerns that the inclusion of paragraph 4(1) and paragraph 4(4) in the form proposed by Network Rail would enable Network Rail to dictate not only the nature of the interest(s) in railway property granted for the project but also the commercial terms (including those related to compensation) on which such an interest may be granted and statutory powers exercised.

Issue	Network Rail Wording	NGET Wording	Commentary
	n) article 51 (trees subject to tree preservation orders); o) the powers conferred by section 11(3) (power of entry) of the 1965 Act; p) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016; q) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016; r) any powers in respect of the temporary possession of land under the Neighbourhood Planning Act 2017; in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.		Consequently, paragraph 4(1) and paragraph 4(4) as proposed by Network Rail would have the potential to hinder the progress of a nationally significant infrastructure project. It would fetter the exercise of the Applicant's rights and powers under the **3.1 Draft Development Consent Order (Revision H)** and would compromise the Applicant's ability to secure the necessary rights over land required for the construction and operation of the project in a manner which is in accordance with the Applicant's statutory and regulatory duties. Therefore, the Applicant has taken the decision to: v) limit the extent of the powers to which paragraph 4(1) would apply; w) not include the general restriction on the use of compulsory acquisition powers at paragraph 4(4); and x) include within paragraph 4(5) a deemed consent mechanism which broadly mirrors an equivalent mechanism found elsewhere within the protective provisions (see paragraph 5(2)). As a promoter of a nationally significant infrastructure project, the Applicant takes seriously its obligation to ensure that apparatus and equipment belonging to other statutory undertakers is protected through the inclusion of appropriate protective provisions. **8.29.9 Application under Section 127 Planning Act 2008 – Network Rail Infrastructure Limited**
Control on the use of Order powers – paragraph 4(3)	The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 39 (power to override easements and other rights), article [●]	The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 39 (power to override easements and other rights), or article 44	

Issue	Network Rail Wording	NGET Wording	Commentary
	(private rights over land) or article 44 (statutory undertakers), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.	(statutory undertakers), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.	**[REP6-130]** details why the Applicant considers there would be no serious detriment to the carrying on of Network Rail's statutory undertaking. In particular, the Applicant notes that paragraph 5 already requires Network Rail's approval to be sought before any specified work (as defined) is permitted to be carried out. As a consequence, Network Rail's operational undertaking would not be adversely affected by any works undertaken as part of the project, even if rights were separately compulsorily acquired to construct and operate the project on railway property. Since Network Rail's statutory undertaking and railway property will continue to benefit from the protections contained within the protective provisions, the Applicant considers its preferred position on paragraph 4(1) and paragraph 4(4) is appropriate, proportionate and necessary to avoid what would otherwise be an inappropriate and unnecessary further constraint on the Applicant's ability to successfully deliver the project. The Applicant intends that private treaty negotiations with Network Rail will continue in parallel with the compulsory acquisition process, with a view to concluding a voluntary agreement as soon as practically possible. The Applicant notes that the development consent orders, as made by the Secretary of State, for its Yorkshire Green and Bramford to Twinstead projects included narrowed lists of powers at paragraph 4(1) akin to the Applicant's preferred position in this instance.
Control on the use of Order powers – paragraph 4(4) (Network Rail template only)	The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.	N/A	

Issue	Network Rail Wording	NGET Wording	Commentary
Deemed consent – paragraph 4(5)	Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).	Where Network Rail is asked to give its consent pursuant to this paragraph: y) such consent must not be unreasonably withheld but may be given subject to reasonable conditions in the circumstances; and z) such consent must not be unreasonably delayed and if, by the end of 20 business days beginning with the date on which such request for Network Rail's consent was made, Network Rail has not intimated its refusal together with the grounds of any such refusal of consent, the undertaker may serve upon Network Rail written notice requiring Network Rail to intimate approval or disapproval within a further period of 10 business days beginning with the date upon which Network Rail receives written notice from the	In respect of (a), the Applicant considers that, rather than having a sweeping carve out, what is reasonable should be left to be determined in the relevant circumstances. In respect of (b), for the reasons explained above, the Applicant has included a deemed consent mechanism. The Applicant considers that a 30 business day period to respond to requests for consent is reasonable given: aa) the critical national need which necessitates the timely delivery of the project; bb) the limited nature of requests for consent or approval to which paragraph 4(5) would apply; and cc) the nature of the Network Rail asset(s) which could conceivably form the subject matter of any approvals process. The Applicant notes that its preferred approach to paragraph 4(5) was included within the development consent order, as made by the Secretary of State, for its Bramford to Twinstead project.

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		undertaker. If by the expiry of the further 10 business days Network Rail has not intimated consent or refusal of consent, Network Rail is deemed to have given consent for the exercise of the respective powers.	
Asset protection – paragraph 4(6)	The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.	The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work, and Network Rail must act reasonably and without unreasonable delay at all times in connection with the negotiation of, and entry into, such an asset protection agreement.	The Applicant does not challenge the need for an asset protection agreement to be entered into prior to the carrying out of any specified work. However, the Applicant considers, given the critical national need which necessitates the timely delivery of the project, that Network Rail should be under an obligation to act reasonably and without unreasonable delay in connection with entry into such an agreement. Otherwise, there is a risk that Network Rail could use the requirement to enter into an asset protection agreement to frustrate the delivery of a nationally significant infrastructure project.
Engineer approval – paragraph 5(2)	The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their	The approval of the engineer under sub-paragraph (1) must not be: dd) unreasonably withheld but may be given subject to reasonable conditions in the circumstances; or	The change to (a) is to align this with the equivalent limb at paragraph 4(5). The Applicant considers that, as well as the deemed consent mechanism offered by Network Rail, there should be an obligation on Network Rail's engineer not to unreasonably delay their consent. Otherwise, there may be circumstances in which Network Rail's engineer unreasonably

Issue	Network Rail Wording	NGET Wording	Commentary
	disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.	ee)unreasonably delayed and if, by the end of the period of 20 business days beginning with the date on which such plans have been supplied to Network Rail, the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 10 business days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 10 business days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.	delays their consent before the deemed consent mechanism is triggered. The initial change of "28 days" to "20 business days" is a drafting change to align with the rest of the **3.1 Draft Development Consent Order (Revision H)**, with the period remaining the same. The Applicant has shortened the additional period after serving written notice on the engineer to 10 business days. This is because the Applicant considers that an overall 30 business day period to respond to requests for approval is reasonable given the critical national need which necessitates the timely delivery of the project. The Applicant also notes that an overall 30 business day period to respond to requests for approval was included within the development consent order, as made by the Secretary of State, for its Yorkshire Green project.

Issue	Network Rail Wording	NGET Wording	Commentary
Network Rail's engineer refuses approval – paragraph 5(3)	N/A	Where Network Rail refuses its approval of the plans supplied to it pursuant to sub-paragraph (1) Network Rail shall provide reasons for such refusal in writing and the undertaker shall revise the relevant plans to accommodate such reasons where reasonable to do so and the process in sub-paragraphs (1) and (2) shall be repeated.	The Applicant has added in this wording which would require Network Rail's engineer to provide reasons for refusing its approval of the plans submitted under paragraph 5. This will streamline the approvals process by assisting the Applicant in understanding the concerns raised by Network Rail's engineer that they need to address, where reasonable.
Step-in rights – paragraph 5(4)	If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be	If Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail by the earlier of the date: ff) on which the engineer intimates their approval of the plans under sub-paragraph (2); or gg) that is the end of the period of 10 business days beginning with the date on which written notice was served upon	The Applicant has restructured paragraph 5(4) to make the drafting clearer, with (a) and (b) providing the two routes to obtaining approval under paragraph 5(2) – i.e. the engineer provides their approval, or approval is deemed following the expiry of the prescribed period. As to the timing of Network Rail notifying the Applicant that it needs to step-in, this needs to be before the plans are approved so that the Applicant has certainty as to whether or not it needs to instruct delivery of the relevant works by its own contractors. The Applicant notes that paragraph 9(2) provides Network Rail with a further opportunity to step-in during the construction of a specified work. The Applicant considers that Network Rail's step-in rights should be limited to works to railway infrastructure, railway apparatus or railway equipment, in respect of which Network Rail and its contractors have the relevant technical

Issue	Network Rail Wording	NGET Wording	Commentary
	approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.	the engineer under sub-paragraph (2)(b), then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker, PROVIDED THAT the specified works to which this paragraph shall apply shall be limited to works to railway infrastructure, railway apparatus or railway equipment and shall not extend to any works carried out on the undertaker's electricity transmission network.	expertise. The Applicant has therefore excluded works to its electricity transmission network from the step-in rights. Should Network Rail have concerns in respect of such works, it will still have the opportunity to engage with the Applicant and seek the resolution of these concerns through the approval process.
Adjoining work – paragraph 5(5)	N/A	If Network Rail give notice to the undertaker under sub-paragraph (4) then, if reasonably required by the undertaker upon reasonable prior written notice, Network Rail will also construct any adjoining part of the specified work ("adjoining work"), PROVIDED THAT such adjoining work is	To accompany the drafting of paragraph 5(4), the Applicant has incorporated the principle of 'adjoining work' that was included within the development consent order, as made by the Secretary of State, for its Yorkshire Green project. This is intended to allow for efficient ways of working.

Issue	Network Rail Wording	NGET Wording	Commentary
		integral to and necessary to be carried out in conjunction with that specified work, without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker, subject to— hh) such adjoining work being located on railway property; ii) Network Rail having sufficient rights to carry out such adjoining work; jj) the undertaker first providing Network Rail with the requisite plans, specifications and any other information reasonably required by Network Rail to enable it to carry out such adjoining work; kk) the engineer's approval of such adjoining work; and	This means that where Network Rail exercises its right to step-in, if reasonably required by the Applicant upon reasonable prior written notice, Network Rail are also to construct an adjoining part of the specified work. The Applicant considers that Network Rail's position in respect of such adjoining works is protected by the 'subject to' caveats included within this mechanism, including payment of its costs for carrying out such adjoining works.

Issue	Network Rail Wording	NGET Wording	Commentary
		ll) Network Rail being able to recover its costs of carrying out such adjoining work pursuant to paragraph 14(1).	
Protective works – paragraph 5(6)	When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so	When signifying their approval of the plans pursuant to sub-paragraphs (1) and (2) the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion (acting reasonably) need to be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the	While the Applicant does not object to the principle of needing to undertake protective works, the Applicant has added the proviso wording at the end of this sub-paragraph to make clear that any protective works must be deliverable under existing land rights and powers. Given the critical national need which necessitates the timely delivery of the project, the Applicant cannot risk being in a position where the delivery of its project is frustrated by being obligated to deliver works that it is unable to do so. However, recognising the importance of safeguarding Network Rail's existing apparatus, the Applicant considers that both it and Network Rail should be subject to a reasonable endeavours obligation to: mm) obtain sufficient rights over that land to enable the protective works to be carried out (which shall not require either party to seek powers of compulsory acquisition); or nn) seek an alternative engineering solution for the protective works that would be on land held or controlled by Network Rail or the Applicant.

Issue	Network Rail Wording	NGET Wording	Commentary
	desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.	undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction PROVIDED THAT any such protective works would be on land held or controlled by Network Rail or the undertaker, and such protective works are authorised by the Order or are development permitted by either an Act of Parliament or a general development order made under the 1990 Act, save that if in Network Rail's reasonable opinion protective works are required to be carried out on land which is not held or controlled by Network Rail or the undertaker, and such protective works are development permitted by either an Act of Parliament or a general development order made under the 1990 Act, the undertaker and Network Rail will both use	This allows the Applicant and Network Rail to work together to find a solution that does not risk the timely delivery of the project.

Issue	Network Rail Wording	NGET Wording	Commentary
		reasonable endeavors to obtain sufficient rights over that land to enable the protective works to be carried out (which shall not require either party to seek powers of compulsory acquisition) or to seek an alternative engineering solution for the protective works that would be on land held or controlled by Network Rail or the undertaker.	
Making good damage – paragraph 6(2)	(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction. (3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of	If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, by the undertaker, the undertaker must, notwithstanding any such approval but subject to obtaining all necessary consents or approvals, make good such damage.	The Applicant has made amendments to wrap up the various expense provisions throughout Network Rail's template protective provisions into the general costs and indemnity provisions in paragraphs 10 and 14, and so has removed separate wording on expenses from the end of paragraph 6. The positive covenant to make good damage to railway property has been retained. However, the Applicant considers it appropriate for this to be subject to the Applicant obtaining all necessary consents or approvals, which reflects the reality of consents and approvals undoubtedly being required to undertake remedial works to railway property.

Issue	Network Rail Wording	NGET Wording	Commentary
	Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.		
Provision of access to Network Rail – paragraph 7	The undertaker must— oo) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and pp) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.	The undertaker must— qq) subject to compliance with all applicable health and safety requirements, at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and rr) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.	The Applicant has made the provision of access to Network Rail's engineer subject to compliance with all applicable health and safety requirements. Given access is being provided to a live construction site, it is important that such health and safety requirements are complied with.
Provision of access to the Applicant – paragraph 8	Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the	Network Rail must: ss) subject to compliance with all applicable health and safety requirements, at all times afford reasonable facilities to the undertaker	The Applicant has made the provision of access to the Applicant subject to compliance with all applicable health and safety requirements. Given access is being provided to a live construction site, it is important that such health and safety requirements are complied with.

Issue	Network Rail Wording	NGET Wording	Commentary
	undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.	and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction; and tt) supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.	
Temporary alterations or additions – paragraph 9(1)	If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be	If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or by completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 40 business days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be	To be able to reimburse Network Rail for the reasonable cost of permanent or temporary alterations or additions to railway property, the Applicant requires provision of a VAT invoice. The change from "56 days" to "40 business days" is a drafting change to align with the rest of the **3.1 Draft Development Consent Order (Revision H)**, with the period remaining the same.

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	specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.	specified in the notice), the undertaker must pay to Network Rail, following receipt of a VAT invoice, the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.	
Step-in rights paragraph 9(2) –	If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding	If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and construct it without unnecessary	The Applicant has introduced a requirement for Network Rail to construct the relevant works without unnecessary delay to the reasonable satisfaction of the Applicant in accordance with the approved plans and under the supervision of the Applicant (if given). This reflects wording already included in Network Rail's template protective provisions in relation to the earlier step-in right in paragraph 5(4). The Applicant has also added the same proviso that was included in its additions to the earlier step-in right in paragraph 5(4) – see the relevant explanation above.

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	any such approval of a specified work under paragraph 5(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.	delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under paragraph 5, and under the supervision (where appropriate and if given) of the undertaker, and the undertaker must, notwithstanding any such approval of a specified work under paragraph 5(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work, PROVIDED THAT the specified works to which this paragraph shall apply shall be limited to works to railway infrastructure, railway apparatus or railway equipment and shall not extend to any works carried out on the undertaker's electricity transmission network.	
Costs – paragraph 10(1)(a) and (d)	The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—	Provided such sums are not payable under any other agreement between the undertaker and Network Rail, the undertaker must repay to Network	The Applicant has added the opening wording here to make clear that the protective provisions are not intended to lead to double recovery – i.e. costs etc. should only be payable under the protective

Issue	Network Rail Wording	NGET Wording	Commentary
	uu) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 5(4) or in constructing any protective works under the provisions of paragraph 5(6) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works; vv) … ww) … xx) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and …	Rail, following receipt of a VAT invoice, all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail— yy) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 5(4), in constructing any adjoining works under the provisions of paragraph 5(5) or in constructing any protective works under the provisions of paragraph 5(6) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works; zz) … aaa) … bbb) in respect of any special traffic working resulting from any speed restrictions which, in the opinion of the engineer, need to be imposed by reason or in consequence	provisions where they are not payable under any other agreement between the parties. To be able to reimburse Network Rail for the reasonable cost of permanent or temporary alterations or additions to railway property, the Applicant requires provision of a VAT invoice. In respect of (a), the Applicant has added reference to adjoining works to ensure that any such works constructed under the Applicant's new paragraph 5(5) are covered by these cost provisions. In respect of (d), the Applicant has modified this sub-paragraph to make clear that it should only apply to speed restrictions which need to be imposed, rather than those which may need to be imposed.

Issue	Network Rail Wording	NGET Wording	Commentary
		of the construction or failure of a specified work or from the substitution or diversion of services which is reasonably necessary for the same reason; and …	
Additional expenses – paragraph 10(2)	Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.	Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 40 business days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail following receipt of a VAT invoice.	The Applicant has moved paragraph 14 of Network Rail's template protective provisions to paragraph 10(2), it being considered that this sits better within the general costs and expenses provisions. The change from "56 days" to "40 business days" is a drafting change to align with the rest of the **3.1 Draft Development Consent Order (Revision H)**, with the period remaining the same. To be able to reimburse Network Rail for the reasonable cost of permanent or temporary alterations or additions to railway property, the Applicant requires provision of a VAT invoice.
Electromagnetic interference – paragraph 11	(1) … (2) … (3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting	(1) … (2) … (3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI risks and must establish with Network Rail (both parties acting	The Applicant has made amendments to paragraph 11 to incorporate the drafting that was agreed between the Applicant and Network Rail in the context of its Yorkshire Green project. Most notably, these include: uuu) a requirement to submit an EMI (as defined) interface study for Network Rail's approval; and

Issue	Network Rail Wording	NGET Wording	Commentary
	reasonably) appropriate arrangements to verify their effectiveness. (4) In order to facilitate the undertaker's compliance with sub-paragraph (3)— ccc) … ddd) … eee) … (5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 5(1) has effect subject to the sub-paragraph. (6) Prior to the commencement of operation of the authorised development the undertaker shall test the use of the authorised development in a manner that shall first have been agreed with Network Rail and if,	reasonably) appropriate arrangements to verify their effectiveness. (4) In order to facilitate the undertaker's compliance with sub-paragraph (3)— lll) … mmm) the undertaker must provide an EMI interface study (such study to include consideration of transferred voltage potentials, radiated interference to signalling equipment and compliance with the Control of Electromagnetic Fields at Work Regulations 2016 and British Standard EN 50122 as applicable) for approval, such approval not to be unreasonably withheld or delayed but may be provided subject to reasonable conditions; nnn) … ooo) … (5) In any case where it is established that EMI can only reasonably be prevented by	vvv) a reasonable endeavours obligation not to allow the use or operation of the relevant part of the authorised development in a manner that causes EMI and which introduces an intolerable risk to the operation of the railway or the safety of the track workers. The Applicant considers that its preferred drafting for paragraph 11 is sufficient to ensure that the parties work proactively to identify and address any EMI risks. The Applicant anticipates further discussion regarding these provisions with Network Rail and is open to further understanding any concerns that Network Rail may have regarding the changes to this paragraph.

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	notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus. (7) In the event of EMI having occurred – fff) … ggg) … hhh) … iii) the undertaker shall not allow the use or operation of the authorised	modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but Network Rail may, in its reasonable discretion, select the means of prevention and the method of their execution, and in relation to such modifications paragraph 5(1) has effect subject to this sub-paragraph. (6) The undertaker shall use reasonable endeavours not to allow the use or operation of the authorised development (or any part, section and/or component of the authorised development (as applicable)) in a manner that causes EMI and which introduces an intolerable risk to the operation of the railway or the safety of the track workers (such intolerable risk would include introducing exposure to electric and magnetic fields in excess of the requirements of the Control of Electromagnetic Fields at Work Regulations 2016, unacceptable transferred voltage potentials and interference impacting the safe operation of signalling equipment), until measures have	

Issue	Network Rail Wording	NGET Wording	Commentary
	development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring. (8) … jjj) … kkk) … (9) … (10) … (11) In relation to any dispute arising under this paragraph the reference in article 62 (Arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Engineering and Technology.	been taken in accordance with this paragraph to reduce the risk to tolerable levels of EMI. (7) In the event of EMI having occurred – ppp) … qqq) … rrr) … (8) … sss) … ttt) … (9) … (10) … (11) In relation to any dispute arising under this paragraph the reference in article 62 (Arbitration) to the Secretary of State shall be read as a reference to the Institution of Engineering and Technology.	
Indemnity paragraph 14(1)	– The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 57 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—	The undertaker must pay to Network Rail all reasonable and proper costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 57 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—	The Applicant has added “proper” to make it clear that for costs to be paid they must be properly incurred. The Applicant notes that the development consent order, as made by the Secretary of State, for its Yorkshire Green project referenced ‘reasonable and proper costs’.

Issue	Network Rail Wording	NGET Wording	Commentary
	…	…	
Indemnity paragraph 14(2)	– Network Rail must – www) give the undertaker reasonable written notice of any such claims or demands; xxx) … yyy) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.	Network Rail must – zzz) give the undertaker reasonable written notice of any such claims or demands referred to in sub-paragraph (1) as soon as reasonably practicable after Network Rail become aware of the same; aaaa) … bbbb) take all steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands; and cccc) keep the undertaker informed where reasonably practicable to do so and have regard to the undertaker's representations in relation to any such claims or demands referred to in sub-paragraph (1).	The Applicant has made amendments to these provisions to introduce additional obligations on Network Rail in respect of keeping the Applicant properly informed and involved with the dealing of any such claims or demands, acknowledging that the Applicant will ultimately be liable under the indemnity. Given the Applicant will ultimately be liable under the indemnity, the Applicant considers that Network Rail should be taking 'all' steps that are within its control and reasonable in the circumstances to mitigate any such liabilities, and this has been clarified in limb (c). The Applicant notes that the development consent order, as made by the Secretary of State, for its Yorkshire Green project included this drafting as it is proposed by the Applicant.
Relevant costs paragraph 14(3) to (5)	– The sums payable by the undertaker under sub-paragraph	(3) In no circumstances shall the undertaker be liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss	The Applicant has made amendments to these paragraphs to generally follow the approach taken

Issue	Network Rail Wording	NGET Wording	Commentary
	(1) shall if relevant include a sum equivalent to the relevant costs.	or loss of profits, save that the sums payable by the undertaker under sub-paragraph (1) shall, if relevant, include a sum equivalent to the relevant costs in circumstances where Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator. (4) If requested by the undertaker, Network Rail shall use reasonable endeavours to provide the undertaker with an estimate of the relevant costs in advance of any such liability occurring. (5) If requested by the undertaker, Network Rail shall use reasonable endeavours to assist the undertaker in locating a copy of such agreement (or agreements) and to assist the undertaker in ascertaining the extent of Network Rail's potential liability under such agreement (or agreements).	in the development consent order, as made by the Secretary of State, for its Yorkshire Green project. These include: dddd) at (3), adding to the indemnity provisions the standard carve out for indirect or consequential loss, or loss of profits (not including relevant costs (as defined)); and eeee) at (4) and (5), placing Network Rail under a reasonable endeavours obligation to assist the Applicant with ascertaining the extent of the potential liability – it is essential for the Applicant to understand its potential liability so that it can budget accordingly and, if possible, take steps to mitigate that liability.
Third party rights – paragraph 14(5) (Network Rail template only)	The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator	N/A	The Applicant understands the process in respect of relevant costs to be:

Issue	Network Rail Wording	NGET Wording	Commentary
	concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).		ffff) Network Rail pays out to the train operator automatically upon such costs becoming due; and gggg) Network Rail would then look to recover those costs from the Applicant. Given the train operators will already have been compensated by Network Rail, the Applicant considers it unnecessary for the train operators to be able to enforce the relevant cost provisions.
Indemnity – paragraph 14(6)	N/A	Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of any costs, charges, damages and expenses to the extent that it is attributable to the act, omission, default or negligence of Network Rail or its officers, servants, contractors or agents.	The Applicant has added to the indemnity provisions the standard carve out for things attributable to the act, omission, default or negligence of Network Rail or its officers, servants, contractors or agents. The Applicant notes that the development consent order, as made by the Secretary of State, for its Yorkshire Green project included a carve out from the indemnity provisions to this effect.
Transfer or grant – paragraph 17	The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of— hhhh) any railway property shown on the works and land plans and described in the book of reference;	The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer or grant to the undertaker of— kkkk) any railway property shown on the works and land plans and described in the book of reference;	The Applicant has made a drafting amendment to paragraph 17, recognising that, as well as being transferred, the items listed in (a) to (c) may be 'granted' to the Applicant.

Issue	Network Rail Wording	NGET Wording	Commentary
	iiii) any lands, works or other property held in connection with any such railway property; and jjjj) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.	llll) any lands, works or other property held in connection with any such railway property; and mmmm) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.	
Transfer of benefit – paragraph 19	The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent under article 7 (consent to transfer benefit of Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)— …	The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent under article 7 (consent to transfer benefit of Order) of this Order and any such notice must be given no later than 10 business days before any such application is made and must describe or give (as appropriate)— …	The Applicant has shortened the notice period ahead of making an application to transfer the benefit of the Order to 10 business days. The Applicant considers this to be a sufficient period for Network Rail to determine whether it wants to make a representation in connection with the application, noting the critical national need which necessitates the timely delivery of the project. The Applicant also notes that an equivalent period of 14 days (i.e. 10 business days) was included within the development consent order, as made by the Secretary of State, for its Yorkshire Green project.
Certified plans – paragraph 20	The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 60	The undertaker must no later than 20 business days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 60	The change from “28 days” to “20 business days” is a drafting change to align with the rest of the **3.1 Draft Development Consent Order (Revision H)**, with the period remaining the same.

Issue	Network Rail Wording	NGET Wording	Commentary
	(certification of documents) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.	(certification of documents) are certified by the Secretary of State, provide a set of those plans to Network Rail in an electronic format specified by Network Rail.	The Applicant has made an amendment so that the plans are to be shared in an electronic format. The Applicant notes that the provision of certified plans in an electronic format was included within the development consent order, as made by the Secretary of State, for its Yorkshire Green project.

Table 2.5 Outstanding Issues between NGET and Northumbrian Water Limited

Issue	NWL Wording	NGET Wording	Commentary
Anticipated Costs	**8(1)** Subject to the following provisions of this paragraph and save where otherwise agreed in writing between NWL and the undertaker, the undertaker must repay to NWL following receipt of an itemised forecast, invoice or claim from NWL, all costs, charges and expenses which are reasonably and properly incurred or reasonably anticipated to be incurred by NWL in connection with: ... **8(3)** Where in accordance with sub-paragraph 8.1 the undertaker pays NWL in respect of an itemised forecast, invoice or claim for costs, charges, and expenses reasonably anticipated, should there be any unspent or	**8(1)** Subject to the following provisions of this paragraph and save where otherwise agreed in writing between NWL and the undertaker, the undertaker must repay to NWL following receipt of an itemised forecast, invoice or claim from NWL, all costs, charges and expenses which are reasonably and properly incurred, or reasonably anticipated to be incurred, by NWL within the following three months in connection with: ... **8(6)** Where in accordance with sub-paragraph 8.1 the undertaker pays NWL in respect of an itemised forecast, invoice or claim for costs, charges, and expenses reasonably	The Applicant accepts that it will be responsible for payment of NWL's reasonable and properly incurred costs and expenses including those which are reasonably anticipated to be incurred by NWL, but requires that those costs which have not yet been incurred are limited those which are expected within the following three month period. This reflects the standard position for payment of future costs and is considered to be a reasonable period of time. The proposed wording also ensures that NWL is at all times cash neutral and will have the funds for anticipated costs before they arise. It is noted that the parties are continuing to engage on wording which can be agreed by all parties.

Issue	NWL Wording	NGET Wording	Commentary
	uncommitted funds after the later of the expiry of the completion and commissioning of the alternative apparatus or receipt of the final account of costs from NWL's contractors, NWL shall repay such unspent or uncommitted funds within 60 Working Days of the total charges, costs and expenses actually reasonably and properly incurred being known by NWL.	anticipated within the following three months, should there be any unspent or uncommitted funds after the expiry of such three month period, NWL shall repay such unspent or uncommitted funds within 60 Working Days of the total charges, costs and expenses actually reasonably and properly incurred being known by NWL.	
Residual value		**8(2)** The value of any apparatus removed under the provisions of this Part of the Schedule is to be deducted from any sum payable under sub-paragraph 8.1, that value being calculated after removal.	The effect of this provision is that the costs due to NWL under paragraph 8(1) will be offset by any value NWL benefits from following the removal of any apparatus. This is a standard provision and is considered to be a reasonable position to mitigate any betterment.
Material Difference		**8(4)** For the purposes of sub-paragraph 8.3, an extension of apparatus to a length greater than the length of existing apparatus is not to be	The Applicant's protective provisions include clarificatory drafting for the benefit of both the NWL and the Applicant which makes clear that where a greater length of apparatus is required, this

Issue	NWL Wording	NGET Wording	Commentary
		treated as a placing of apparatus of greater dimensions than those of the existing apparatus.	will not be considered to constitute apparatus of greater dimensions.
Betterment		**8(5)** An amount which apart from this sub-paragraph would be payable to NWL in respect of works by virtue of sub-paragraph 8.1 must, 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 NWL 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.	This provides that the costs due to NWL under paragraph 8(1) will be offset by any financial benefit NWL receives as a result of the placing of alternative apparatus in substitution of apparatus which is older than 7.5 years. This is a standard provision and is considered to be a reasonable position to mitigate any betterment and more accurately reflect the impact of the Project on NWL. It is noted that the parties are continuing to engage on wording which can be agreed by all parties.

Table 2.6 Outstanding Issues between NGET and ScottishPower Renewables (UK) Limited

As set out in the tables above, the Applicant has been engaging with ScottishPower Renewables (UK) Limited in relation to the protective provisions to be included for its benefit in the **3.1 Draft Development Consent Order (Revision G)**. As yet, the parties have not reached agreement on the terms of these protective provisions and so the Applicant has included its own preferred terms in the **3.1 Draft Development Consent Order (Revision G)** submitted at Deadline 7.

The table below sets out the key differences (excluding typographical and cross-referencing amendments) between SPRUKL's template protective provisions issued to the Applicant on 30 June 2026, along with the Applicant's justification for the change. The Applicant provided the amended version of the protective provisions to SPRUKL on 15 July 2026. The majority of the changes made are to provide greater protections to SPRUKL in respect of access and retained apparatus related to its statutory undertaking.

Issue	SPR Wording	NGET Wording	Commentary
Defined term - "apparatus" and "SuDS Pond"	NA	"apparatus" means any apparatus in situ including the statutory undertaker's underground cables running beneath the access road running from Bullen Lane to the EA3 or EA1 substations, the SuDS Pond, above ground installations, or other apparatus belonging to or maintained by the statutory undertaker for the purposes of the statutory undertaker's undertaking together with any replacement apparatus; "SuDS Pond" means the sustainable drainage system pond provided in respect of the East Anglia THREE and East Anglia ONE offshore windfarms.	The additional defined terms are required due to the Applicant's introduction of protective provisions relating to the acquisition of land rights and apparatus, retained apparatus and access. See below for further details on the operative terms.

Issue	SPR Wording	NGET Wording	Commentary
Defined term - “authorised development” and “specified works”	NA	“authorised development” has the same meaning as is given to the term in article [2] (interpretation) of this Order and includes any associated development authorised by the Order; “specified works” means any of the authorised works or activities undertaken in association with the authorised development which: (a) will or may be situated over or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 3(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 3(2) or otherwise “statutory undertaker” means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia THREE Limited or East Anglia ONE	The additional defined terms are required due to the Applicant’s introduction of protective provisions relating to the acquisition of land rights and apparatus, retained apparatus and access. See below for further details on the operative terms.

Issue	SPR Wording	NGET Wording	Commentary
		Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia THREE Offshore Wind Farm Order 2017 or the East Anglia ONE Offshore Wind Farm Order 2017 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time;	
Defined term - "EA1" and "EA3"	NA	"EA1" means the East Anglia ONE Offshore Windfarm as authorised by the East Anglia ONE Offshore Wind Farm Order 2017; "EA3" means the East Anglia THREE Offshore Windfarm as authorised by the East Anglia THREE Offshore Wind Farm Order 2017;	The additional defined terms are required due to the Applicant's introduction of protective provisions relating to the acquisition of land rights and apparatus, retained apparatus and access. See below for further details on the operative terms
Defined term "statutory undertaker"	NA	"statutory undertaker" means, in relation to any particular provision of the protective provisions of East Anglia THREE Limited or East Anglia ONE Limited and any part of the authorised development to which the provision relates, East	The additional defined terms are required due to the Applicant's introduction of protective provisions relating to the acquisition of land rights and apparatus, retained apparatus and access. See below for further details on the operative terms

Issue	SPR Wording	NGET Wording	Commentary
		Anglia THREE Limited or East Anglia ONE Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia THREE Offshore Wind Farm Order 2017 or the East Anglia ONE Offshore Wind Farm Order 2017 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time, excluding TC East Anglia One OFTO Limited.	
Application – transfer of benefit of the Order	For the Protection of ScottishPower Renewables (UK) Limited, the following provisions have effect unless otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited. Subject to the extent otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited, where the benefit of this Order is transferred or granted to another person under article 6 (Benefit of Order)— any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made	For the protection of ScottishPower Renewables (UK) Limited, the following provisions have effect unless otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited. Subject to sub-paragraph 1(3) and to the extent otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited, where the benefit of this Order insofar as it concerns the specified works is transferred or granted to another person under article 7 (Consent to transfer benefit of Order) any agreement of the type mentioned in sub-	The Applicant accepts that SPRUKL requires any transferee or grantee to take on the burden of the covenants in the protective provisions. The Applicant has accepted the majority of SPRUKL's drafting save the Applicant has amended the drafting to make clear that the provisions only applies to SPRUKL's works and that other statutory undertaker's consent to transfers do not apply in the case of transfers affected SPRUKL works. SPR have sought this provision uniquely in respect of the SPRUKL protective provisions and it does not feature in the protective provisions offered to East Anglia Three Limited, East Anglia One Limited and TC EA One Limited.

Issue	SPR Wording	NGET Wording	Commentary
	between ScottishPower Renewables (UK) Limited and the transferee or grantee (as the case may be); and written notice of the transfer or grant must be given to ScottishPower Renewables (UK) Limited on or before the date of that transfer or grant.	paragraph (1) has effect as if it had been made between ScottishPower Renewables (UK) Limited and the transferee or grantee (as the case may be). This provision 1 does not apply to: any transfer or grant in respect of which the consent of the Secretary of State is not required by virtue of article 7(6) of the Order; or any transfer or grant to Openreach (as defined in the Order) in respect of which the consent of the Secretary of State is not required by virtue of article 7(7) of the Order.	
Acquisition of land	(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 acquire any land interest or apparatus or rights or take temporary possession of land or override any easement or other interest including any powers of temporary possession held by ScottishPower Renewables (UK) Limited otherwise than by agreement.	3.(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 exercise the powers under the Order in such a way as to extinguish ScottishPower Renewables (UK) Limited's existing access rights along Bullen Lane and the access road to the EA3 and EA1 substations without any simultaneous regrant of the same rights or otherwise put ScottishPower Renewables (UK)	As part of its delivery of the Project, the Applicant must be retain the ability to exercise its CA powers to deliver highway works along Bullen Lane and to extend the northern wall of Bramford substation, without SPRUKL's approval to ensure that the Project is deliverable. However, the Applicant recognises that SRPUKL must be able to continue to access the substations, SuDS pond as part of its own undertaking and so has committed to regranting rights back to SPRUKL or exercising them in such a way so as to protect their access rights.

Issue	SPR Wording	NGET Wording	Commentary
		Limited back into the substantially same position in respect of its existing land rights to access along Bullen Lane and the access road to the EA3 and EA1 substations.	
Removal of apparatus	(2) As a condition of agreement between the parties in subparagraph (1), prior to the commencement of any part of the authorised development (or in such other timeframe as may be agreed between the statutory undertaker and the undertaker) that will cause any conflict with or breach the terms of any easement or other land interest of the statutory undertaker or affects the provisions of any enactment or agreement regulating the relations between the statutory undertaker and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as the statutory undertaker reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between the statutory undertaker and the	(2) 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 exercise the powers under the Order in such a way as to extinguish EA3's existing land rights related to the apparatus without any simultaneous regrant of the same rights or otherwise put EA3 back into the substantially same position in respect of its existing land rights to the apparatus. (3) 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 acquire any apparatus held by SPRUKL otherwise than by agreement.	As part of its delivery of the Project, the Applicant must be able to exercise its CA powers to deliver highway works along Bullen Lane and to extend the northern wall of Bramford substation. However, the Applicant recognises that SPRUKL must be able to continue to access its apparatus as part of its own undertaking and so has committed to exercising their CA powers in such as way as to preserve the rights of EA3 so that their access and cable rights are not impacted. The Applicant has also committed to not acquiring any SPRUKL apparatus without SPRUKL's agreement; the Applicant does not anticipate that any SPRUKL apparatus shall need to be acquired,

Issue	SPR Wording	NGET Wording	Commentary
	undertaker acting reasonably and which must be no less favourable on the whole to the statutory undertaker unless otherwise agreed by the statutory undertaker, and it will be the responsibility of the undertaker to procure or secure the consent and entering 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.		
Interface agreement	No stage of the authorised development upon land owned by the statutory undertaker may commence until an Interface Agreement has been agreed and entered into between the undertaker and the statutory undertaker which outlines how any potential interfaces will be managed.	The undertaker shall use reasonable endeavours to enter into the interface agreement prior to the commencement of any specified works with the statutory undertaker.	The Applicant and SPRUKL are in the process of agreeing heads of terms for the interface agreement however, the Applicant have offered protective provisions to SPRUKL in order to protect its statutory functions of the EA3/EA1 substations. The Applicant has amended the commitment to being a reasonable endeavours' obligation given the fact that more comprehensive protective provisions which serve to protect SPRUKL's ability to carry out its statutory function have been offered to SPRUKL.
Retained apparatus protection	NA	5(1) —No stage of the authorised development within 15 metres of either the fenced area round the EA3 or EA1 substations or the 400kV underground cables connecting the EA3 or EA1	The Applicant has offered this provision to SPRUKL as part of the protection offered in respect of any works near to SPRUKL's apparatus including it's cable. This will be further supported by terms to be included in the legal interface agreement.

Issue	SPR Wording	NGET Wording	Commentary
		substations to the National Grid substation may commence until the undertaker has submitted to the statutory undertaker a plan of the proposed works. (2)The plan to be submitted to the undertaker under sub-paragraph (1) must include a method statement and describe: (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; by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and (e)any intended maintenance regimes. (3)The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until the statutory undertaker has given written approval of the plan so submitted.	

Issue	SPR Wording	NGET Wording	Commentary
		(4)Any approval of the statutory undertaker required under sub-paragraph (3)— may be given subject to reasonable conditions for any purpose mentioned in sub paragraphs (5) or (7); and, must not be unreasonably withheld or delayed. In relation to any work to which sub-paragraphs (1) and/or (2) apply the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus. Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with all conditions imposed under sub-paragraph	

Issue	SPR Wording	NGET Wording	Commentary
		(4)(a), and statutory undertaker will be entitled to watch and inspect the execution of those works. Where the statutory undertaker 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 submitted pursuant to this paragraph, must be carried out to the statutory undertaker's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement. If the statutory undertaker, 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, sub paragraphs (1) to (5) apply as if the removal of the apparatus had been required by the undertaker under paragraph 3(2). Nothing in this paragraph precludes the undertaker from	

Issue	SPR Wording	NGET Wording	Commentary
		submitting at any time or from time to time 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. 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 the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraph (4) insofar as is reasonably practicable in the circumstances.	
Access	NA	6(1) The undertaker is to use best endeavours to ensure that ScottishPower Renewables (UK) Limited's access along Bullen Lane and the access road to the EA3 and EA1 substations is maintained by the undertaker throughout the construction and operation of the authorised development in accordance with ScottishPower Renewables (UK) Limited's existing land rights at all times.	The Applicant has offered Access protections to SPRUKL that sit alongside the Acquisition of land provisions to ensure SPRUKL's maintained access to the substations and SuDS pond in order that it may continue to carry out its statutory function.

Issue	SPR Wording	NGET Wording	Commentary
		(2) The undertaker is to use best endeavours to ensure that ScottishPower Renewables (UK) Limited's access to the SuDS Pond from the EA3 and EA1 substations and the access road is maintained by the undertaker throughout the construction and operation of the authorised development in accordance with their existing land rights at all times. (3)Without prejudice to the generality of any other protection afforded to the statutory undertaker elsewhere in the Order, where Bullen Lane is to be temporarily closed under article 14 (streets subject to alteration of layout) or article 16 (streets to be temporarily closed for which no diversion is to be provided), the statutory undertaker will be at liberty at all times to take all necessary access across Bullen Lane.	
Expenses	The undertaker must pay to ScottishPower Renewables (UK) Limited on demand all charges, costs and expenses reasonably anticipated or incurred by ScottishPower Renewables (UK) Limited in, or in connection with	—(1) Subject to the following provisions of this paragraph, the undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably and properly incurred by the statutory undertaker in, or in	The Applicant has offered more comprehensive expenses provisions to SPRUKL as these work with the Retained apparatus protection provision to regulate the position in the case of any SPRUKL apparatus being disturbed by the Project.

Issue	SPR Wording	NGET Wording	Commentary
	fulfilling its obligations under this Part of this Schedule.	connection with the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule. (2)There must 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 any new or alternative apparatus that value being calculated after removal by the undertaker (who will provide reasonable evidence of such value). (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	

Issue	SPR Wording	NGET Wording	Commentary
		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 article 62 (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 the statutory undertaker by virtue of sub-paragraph (1) must be reduced by the amount of that excess. For the purposes of sub-paragraph (3) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus.	

Issue	SPR Wording	NGET Wording	Commentary
Arbitration	—(1) Subject to the provisions of this paragraph, article [62] (arbitration) of the Order does not apply to this Part of this Schedule. (2) Any difference or dispute arising between the undertaker and ScottishPower Renewables (UK) Limited under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited, be determined by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the undertaker and ScottishPower Renewables (UK) Limited or, in the absence of agreement, identified by the President of the Institution of Civil Engineers. (3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.	Save for differences or disputes arising under paragraph 4 (Retained apparatus protection) any difference or dispute arising between the undertaker and ScottishPower Renewables (UK) Limited under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of the statutory undertaker for ensuring the safe, economic and efficient operation of the statutory undertaker's apparatus.	The Applicant has amended the dispute resolution provision in favour of an arbitration provision which is the Order preference.

Issue	SPR Wording	NGET Wording	Commentary
	(4) All parties involved in settling any difference must use best endeavours to do so within 30 days from the date that an expert is appointed. (5) The expert must – invite the parties to make submission to the expert in writing and copies to the other party to be received by the expert within 10 days of the expert's appointment; permit a party to comment on the submissions made by the other party within 10 days of receipt of the submission; issue a decision within 10 days of receipt of the submissions under sub-paragraph (b); and give reasons for the decision. (6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference or dispute that has been subject to expert determination may be referred to and settled by arbitration under article [62] (arbitration). (7) The fees of the expert are payable by the parties in such		

Issue	SPR Wording	NGET Wording	Commentary
	proportions as the expert may determine or, in the absence of such determination, equally.		
Class 8 classification extent	No wording provided	Additional provision to 3.-(4) Acquisition of land and removal of apparatus 3.-(4) 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 exercise powers of compulsory acquisition nor of temporary possession in respect of the land plot B-20/199 inclusive of the land up to and within the inner fenceline perimeter to the EA1 substation only.	**Deadline 8 Change:** To address SPRUKL's request that the area of the fenced boundary of the EA1 substation falling in plot B-20/195 is reclassified as Class 8 land, the Applicant has confirmed that the land plans will not be amended however, invited SPRUKL to provide draft wording to be included in the protective provisions acknowledging that the Applicant would not exercise compulsory acquisition or temporary possession over the fenced area to the EA1 substation. The draft wording has not been provided at the time of writing and so the Applicant has drafted the additional protective provision detailed in the preceding column to be included in the updated version of the DCO submitted at Deadline 8. The amendment is made to the draft protective provisions for SPRUKL, EA1 and TC EA1 OFTO, being the parties with an interest in the land plot B-20/199.

Table 2.7 Outstanding issues between NGET and East Anglia Three Limited

As set out in the tables above, the Applicant has been engaging with East Anglia Three Limited (EA3) in relation to the protective provisions to be included for its benefit in the **3.1 Draft Development Consent Order (Revision G)**. As yet, the parties have not reached agreement on the terms of these protective provisions and so the Applicant has included its own preferred terms in the **3.1 Draft Development Consent Order (Revision G)** submitted at Deadline 7.

The protective provisions provided to EA3 are on the same terms as SPRUKL save that SPRUKL has an extra commitment in respect of the transfer of benefit of the order. Please therefore refer to the table above for details on the outstanding issues between the parties on EA3 interactions, inferring ‘SPRUKL’ as ‘EA3’.

Table 2.8 Outstanding issues between NGET and East Anglia One Limited

As set out in the tables above, the Applicant has been engaging with East Anglia One Limited (EA1) in relation to the protective provisions to be included for its benefit in the **3.1 Draft Development Consent Order (Revision G)**. As yet, the parties have not reached agreement on the terms of these protective provisions and so the Applicant has included its own preferred terms in the **3.1 Draft Development Consent Order (Revision G)** submitted at Deadline 7 as further updated in the 3**.1 Draft Development Consent Order (Revision H)** submitted at Deadline 8.

The protective provisions provided to EA1 are on the same terms as SPRUKL save that SPRUKL has an extra commitment in respect of the transfer of benefit of the order. Please therefore refer to the table above for details on the outstanding issues between the parties on EA1 interactions, inferring 'SPRUKL' as 'EA1'.

Table 2.9 Outstanding issues between NGET and TC East Anglia One OFTO

As set out in the tables above, the Applicant has provided to TC East Anglia One OFTO Limited (OFTO) draft protective provisions, based on the East Anglia One Limited position, to be included for its benefit in the 3.1 Draft Development Consent Order (Revision G). As yet, OFTO's legal representation has not been able to confirm instructions in respect of the protective provisions and whilst the Applicant acknowledges that it is responsibility of the statutory undertaker to prepare its own bespoke protective provisions, the Applicant is also cognisant that OFTO's position in respect of its statutory function shares the interfaces with EA1 and so prepared OFTO's protective provisions on this basis. These terms were shared with OFTO on 16 July 2026 and the parties have not yet reached agreement on the terms. The Applicant has therefore included its own preferred terms in the 3.1 Draft Development Consent Order (Revision G) submitted at Deadline 7 as further updated in the 3**.1 Draft Development Consent Order (Revision H)** submitted at Deadline 8.

The protective provisions provided to OFTO are on the same terms as SPRUKL detailed above save that SPRUKL has an extra commitment in respect of the transfer of benefit of the order. Please therefore refer to the table above for details on the outstanding issues between the parties on OFTO interactions, inferring 'SPRUKL' as 'OFTO'.

Table 2.10 Outstanding Issues between NGET and Highways Authorities

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
Interpretation Paragraph 2 "commuted sum"	"the sum to be paid by the undertaker to the relevant highway authority as a contribution towards the future maintenance of the asset being provided, adopted, or transferred" — with a table setting out indicative/anticipated amounts by reference to: Suffolk County Council: Annex 2 (Suffolk County Council's indicative/anticipated amounts); Essex County Council: Appendix E of the Essex Highways Development Construction Manual operative at the time (presently June 2025); Norfolk County Council: XXX	"the reasonable estimate of the relevant highway authority's future maintenance liability of the relevant phase or element of the highway works from the expected date of issue of the certificate of final completion until the date of completion of the authorised project, such sum to be agreed with the relevant highway authority"	"the reasonable estimate of the relevant highway authority's future maintenance liability of the relevant phase or element of the highway works from the expected date of issue of the certificate of final completion until the date of completion of the authorised project, such sum to be agreed with the relevant highway authority"	The Applicant agrees to the principle of a commuted sum but includes preferred drafting that allows for such sum to be agreed with each local highway authority noting that the protective provisions are in favour of multiple highways authorities and as such, the provisions need to be applicable to all. **Deadline 8 Update:** **Deadline 8 Update:** The Applicant's preferred wording is retained for the reasons stated above.
Interpretation Paragraph 2 "extraordinary expense"	"the cost of repairing damage to any highway to which an existing condition survey relates pursuant to Paragraph [8] and which the relevant highway authority consider is directly attributable to use	"the cost of repairing damage to any highway to which an existing condition survey relates pursuant to Paragraph [13] and which the relevant highway authority consider is	"the cost of repairing damage to any highway to which an existing condition survey relates pursuant to Paragraph [13] and which the relevant highway authority consider is directly attributable to use of those	In accordance with many DCO precedents (North Falls Offshore Wind Farm, Medworth Energy and Thames Tideway Tunnel) as well as market standard section 278 agreements with local highway authorities, the Applicant limits the application of extraordinary

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	of those highways by extraordinary traffic as a result of the authorised project over and above the average cost of maintaining those highways"	directly attributable to use of those highways by extraordinary traffic as a result of the highway works over and above the average cost of maintaining those highways"	highways by extraordinary traffic as a result of the highway works over and above the average cost of maintaining those highways"	expenses to damage that is caused to the public highway due to the highway works undertaken by the Applicant. **Deadline 8 Update:** The Applicant's preferred wording is retained for the reasons stated above.
Interpretation Paragraph 2 "highway works"	"means any works which fall within the sub-paragraph (j) (temporary accesses) of the definition of 'pre-commencement operations' in article 2(1) (interpretation) and the works, activities or operations listed in Schedules [5 to 9] and Schedule [13] of the Order, any other works, activities or operations that are required to be undertaken on, to, above, adjacent, near or under any part of the highway as shown on the accompanying plan for each phase or element of the highway works and for which the consent of the	"means the works, activities or operations listed in Schedules [5 to 9] and Schedule [13] of the Order, any other works, activities or operations that are required to be undertaken on, to, above, adjacent, near or under any part of the highway and for which the consent of the relevant highway authority is required pursuant to the Order"	"means the works, activities or operations listed in Schedules [5 to 9] and Schedule [13] of the Order, any other works, activities or operations that are required to be undertaken on, to, above, adjacent, near or under any part of the highway and for which the consent of the relevant highway authority is required pursuant to the Order"	The Applicant considers its current definition as sufficiently broad to capture all envisaged specified works to be undertaken on the highways. **Deadline 8 Update:** The Applicant's preferred wording is retained for the reasons stated above.

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	relevant highway authority is required pursuant to the Order"			
Interpretation Paragraph 2 "maintenance period"	"the period during which the undertaker is responsible for maintaining the highway works as follows — (a) for temporary highway works, 18 months from substantial completion of works to restore the highway to its previous condition; (b) for permanent highway works, 18 months from substantial completion of those works; and (c) in the case of landscaping and planting, the period of 5 years from completion of planting.	"the period during which the undertaker is responsible for maintaining the highway works as follows — (a) for temporary highway works, 18 months from substantial completion of works to restore the highway to its previous condition; (b) for permanent highway works, 18 months from substantial completion of those works	"the period during which the undertaker is responsible for maintaining the highway works as follows — (a) for temporary highway works, 18 months from substantial completion of works to restore the highway to its previous condition; (b) for permanent highway works, 18 months from substantial completion of those works	It is the Applicant's position that any planting maintenance is sufficiently dealt with within Requirement 9 of the **3.1 Draft DCO (Revision G)**. **Deadline 8 Update:** The Applicant's preferred wording is retained for the reasons stated above.
Interpretation Paragraph 2 "security"	"in respect of any phase or element of the highway works, either: (a) a letter of credit or bank bond from an acceptable credit provider in favour of the relevant highway authority"	"in respect of any phase or element of the highway works, a Performance Bond"	"in respect of any phase or element of the highway works, a Performance Bond"	The Applicant and local highway authorities continue to liaise in relation to an appropriate form of security with a view to providing an updated set of protective provisions within the **3.1 Draft DCO (Revision H)** to be submitted at Deadline 8. **Deadline 8 Update:**

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
				The Applicant's preferred wording is retained for the reasons stated above.
Interpretation Paragraph 2 "substantial completion"	"complete to the reasonable satisfaction of the relevant highway authority and so that the highway works in question can be used for the purpose and operate in the manner for which they were designed subject to the resolution of any matters raised in the stage 3 road safety audit RSA3 and marks the commencement of maintenance period for the highway works"	"complete to the reasonable satisfaction of the relevant highway authority and so that the highway works in question can be used for the purpose and operate in the manner for which they were designed"	"complete to the reasonable satisfaction of the relevant highway authority and so that the highway works in question can be used for the purpose and operate in the manner for which they were designed"	The Applicant notes that its obligations in relation to addressing any measures required following a stage 3 road safety audit upon substantial completion are already sufficiently addressed within paragraph 16 of the protective provisions. As such, they do not need duplicating in the interpretation paragraph of the provisions. **Deadline 8 Update:** The Applicant's preferred wording is retained for the reasons stated above.
Interpretation Paragraph 2 "surety"	"the surety for the bond who has been approved by the Director pursuant to paragraph 10 (commencement) or as amended from time to time following the approval of the Director at the request of the undertaker"	"the institution providing the Security for a specific phase or element of the highway works as shall be notified by the undertaker to the relevant highway authority"	"the institution providing the Security for a specific phase or element of the highway works as shall be notified by the undertaker to the relevant highway authority"	The Applicant and local highway authorities continue to liaise in relation to an appropriate form of security with a view to providing an updated set of protective provisions within the **3.1 Draft DCO (Revision H)** to be submitted at Deadline 8. **Deadline 8 Update:**

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
				The Applicant's preferred wording is retained for the reasons stated above.
Formal approval Paragraph 10	(1)The undertaker (and not any contractor) must provide the application documents for any formal approval for the design and implementation of the highway works. (2): The undertaker (and not any contractor) must provide Detailed design information for all highway works (including confirmation as to which elements are to be temporary or permanent in nature), which, unless agreed otherwise with the relevant highway authority, must be designed and constructed in accordance with the Design Manual for Roads and Bridges. (3): No phase or element of the highway works may commence until, in respect of that part — (a) a programme of design and	No phase or element of the highway works must commence until in respect of that phase or element of the highway works — (a) the undertaker has first complied with its obligations under paragraphs [8, 9 and 10] (initial engagement); (b) the initial checking fee in respect of that phase or element of the highway works has been paid to the relevant highway authority; (c) any relevant requirement under Schedule 3 has been discharged and all pre-commencement operations involving the construction or alteration of temporary accesses have been completed; (d) the value of the	No phase or element of the highway works must commence until in respect of that phase or element of the highway works — (a) the undertaker has first complied with its obligations under paragraphs [8, 9 and 10] (initial engagement); (b) the initial checking fee in respect of that phase or element of the highway works has been paid to the relevant highway authority; (c) any relevant requirement under Schedule 3 has been discharged and all pre-commencement operations involving the construction or alteration of temporary accesses have been completed; (d) the value of the commuted sum has been agreed in writing by the relevant planning	The new paragraphs (1) and (2) proposed by the local highway authorities is considered by the Applicant to be unnecessary as the provision of the information for approval is already sufficiently provided for in the Applicant's preferred drafting. The new drafting does not add anything beyond what is already drafted. The Applicant notes that the local highway authority has removed a number of the items set out in paragraph (3) in relation to an application for approval and inserts these items in a new separate 'commencement' provision. The Applicant has retained its original drafting as paragraph 10(1) already restricts commencement of the highway works until such items are approved. In relation to the difference between paragraphs (7) / (5) of the drafting, the Applicant recognises the need

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	delivery has been provided by the undertaker to the relevant highway authority at least twenty working days in advance of the first highway application; (b) the initial checking fee has been paid; (c) the undertaker or its contractor has provided the relevant highway authority with full details of the design, such submission to include: (i) detailed specifications, drawings and plans; (ii) the name of the contractor; (iii) supporting documentation including proposed traffic management measures, schedules of condition, and relevant road safety audits; (iv) details of any proposed landscaping; (v) notices in respect of any related temporary stopping-up orders or traffic regulation orders; (vi) evidence of all other consents and approvals necessary; (vii) the reasonable estimate of the cost plus 10%; (viii) details of the security	commuted sum has been agreed in writing by the relevant planning authority and paid to that authority, unless otherwise agreed in writing with relevant the highway authority; (e) the undertaker or its contractor has provided the relevant highway authority full details of the design of the phase or element of the highways works in question, such submission to include: (i) detailed specifications, drawings and plans for those highway works, including confirmation as to which elements are to be temporary or permanent in nature; (ii) samples of any materials proposed to be used (including relevant test certificates); (iii) the name of the contractor appointed to undertake the phase or element of the highway works; (iv) supporting	authority and paid to that authority, unless otherwise agreed in writing with relevant the highway authority; (e) the undertaker or its contractor has provided the relevant highway authority full details of the design of the phase or element of the highways works in question, such submission to include: (i) detailed specifications, drawings and plans for those highway works, including confirmation as to which elements are to be temporary or permanent in nature; (ii) samples of any materials proposed to be used (including relevant test certificates); (iii) the name of the contractor appointed to undertake the phase or element of the highway works; (iv) supporting documentation, including proposed traffic management measures, details of landscaping, schedules of condition, and	for the local highway authority to have sufficient time to review any additional information that it requests but considers that a pause of the approval period rather than a re-set of the period is proportionate in light of the critical national need which necessitates the timely delivery of the project. **Deadline 8 Update:** The Applicant has agreed to the local highway authorities' request that the approval period re-starts upon submission of additional information provided that additional information can only be requested once to avoid undue delay. The parties will continue to engage on this matter to agree appropriate wording.

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	proposed; (ix) if relevant, the intended duration of the temporary works period; (x) any additional information required pursuant to the permit schemes; (xi) a clear written statement that the deemed consent provisions will have effect; and (xii) sufficient information to allow the relevant highway authority to calculate the commuted sum). (7): Where additional information has been reasonably requested, the approval period shall be paused until such time as that additional information has been provided and the approval period shall be re-set and start from the start of the period after the additional information has been provided. (8) For the avoidance of doubt, the relevant highway authority may request additional information from the undertaker more than	documentation, including proposed traffic management measures, details of landscaping, schedules of condition, and relevant road safety audits; (v) notices/details of any related temporary stopping up orders/street closures or traffic regulation orders or applications, including: (aa) where those closures or measures are authorised by article 16 or article 49 and listed in Schedules 8 or 13 respectively, confirmation of the relevant authorisation; and (bb) where those closures or measures are not so listed, copies of the relevant applications or consent requests; (vi) evidence of all other consents and approvals necessary for that phase or element of the highway works to take place; (vii) the reasonable estimate of	relevant road safety audits; (v) notices/details of any related temporary stopping up orders/street closures or traffic regulation orders or applications, including: (aa) where those closures or measures are authorised by article 16 or article 49 and listed in Schedules 8 or 13 respectively, confirmation of the relevant authorisation; and (bb) where those closures or measures are not so listed, copies of the relevant applications or consent requests; (vi) evidence of all other consents and approvals necessary for that phase or element of the highway works to take place; (vii) the reasonable estimate of the cost of that phase or element, including traffic management costs, plus 10%; (viii) details of the security proposed to be put in place in accordance with paragraph [26] (Security); (ix) if relevant, the intended duration of the	

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	once pursuant to parapraph...	the cost of that phase or element, including traffic management costs, plus 10%; (viii) details of the security proposed to be put in place in accordance with paragraph [26] (Security); (ix) if relevant, the intended duration of the temporary works period; (x) any additional information required pursuant to the permit schemes; (xi) a clear written statement that the deemed consent provisions will have effect; and (xii) sufficient information to allow the relevant highway authority to calculate the commuted sum)." (2): "Unless the relevant highway authority specifies within 14 days of receipt that any additional information is reasonably required, it will be deemed to be confirmed that all necessary documents	temporary works period; (x) any additional information required pursuant to the permit schemes; (xi) a clear written statement that the deemed consent provisions will have effect; and (xii) sufficient information to allow the relevant highway authority to calculate the commuted sum)." (2): "Unless the relevant highway authority specifies within 14 days of receipt that any additional information is reasonably required, it will be deemed to be confirmed that all necessary documents have been provided; and any such additional information requested must be proportionate to the highway works in question and in line with such reasonable applicable requirements as would apply had it been proposed that those highway works were to be the subject of an agreement under section 278 of the 1980 Act." (3)	

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
		have been provided; and any such additional information requested must be proportionate to the highway works in question and in line with such reasonable applicable requirements as would apply had it been proposed that those highway works were to be the subject of an agreement under section 278 of the 1980 Act." (3): "The relevant highway authority must review and determine the submission, acting reasonably, within the approval period. (5)Where additional information has been reasonably requested by the relevant highway authority under sub-paragraph (2) above, the approval period shall be paused until such time as that additional information has been	"The relevant highway authority must review and determine the submission, acting reasonably, within the approval period. (5)Where additional information has been reasonably requested by the relevant highway authority under sub-paragraph (2) above, the approval period shall be re-set and start from the start of the period after the additional information has been provided to it by the undertaker. (6) For the avoidance of doubt, the relevant highway authority may only request additional information from the undertaker once pursuant to paragraph...	

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
		provided to it by the undertaker. (6) For the avoidance of doubt, the relevant highway authority may only request additional information from the undertaker once pursuant to paragraph...		
Extraordinary traffic	Prior to the commencement of any phase or element of the highway works, or the use of a highway as a construction route for the authorised development, the undertaker will…	Prior to the commencement of any phase or element of the highway works, the undertaker will…	Prior to the commencement of any phase or element of the highway works, or the use of a highway as a construction route for the authorised development, the undertaker will…	In line with the amendments made to the definition of "Extraordinary Expenses", the Applicant as retained its drafting to ensure that the extraordinary traffic provisions come into effect upon commencement of the highway works or phase thereof. **Deadline 8 Update:** The Applicant has agreed to include the local highway authorities' preferred wording. This is included in the updated **3.1 draft DCO [Revision H]** submitted at Deadline 8.
Commencement	No phase or element of any highway works may commence until: technical approval has been granted by the relevant highway authority; the inspection fee	No separate Commencement paragraph.	No separate Commencement paragraph.	The Applicant notes that the local highway authorities have removed a number of the items set out in paragraph 10(3) (formal approval) in relation to an application for approval and inserts these items in

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	(which will cover the relevant highway authority's costs of inspecting the completed works) has been paid in full; all relevant requirements under Schedule 3 have been discharged and all pre-commencement operations involving the construction or alteration of temporary accesses have been completed; the performance figure for that phase or element has been submitted to and approved in writing by the Director; the proposed surety for the bond in respect of that phase or element has been submitted to and approved in writing by the Director; all legal fees have been paid and the bonds and sureties have been provided; the value of the commuted sums have been agreed in writing by the relevant planning authority and paid to that authority, unless otherwise			a new separate 'commencement' provision. The Applicant has retained its original drafting as paragraph 10(1) already restricts commencement of the highway works until such items are approved. **Deadline 8 Update:** The Applicant's preferred wording is retained for the reasons stated above.

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	agreed in writing with the relevant highway authority; permits for the works have been approved by the relevant highway authority; the undertaker has provided the relevant highway authority with the name of the contractor appointed to construct the highway works; the undertaker has provided the relevant highway authority with a programme of site works including key inspection dates; for major works, a suitably qualified site engineer has been appointed and details provided to the relevant highway authority for approval; the details of all materials have been approved by the relevant highway authority; and supporting documentation including proposed traffic management measures and temporary works within the public highway have been provided to and approved by the relevant			

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	highway authority." (2): "Notwithstanding the undertaker complying with the requirements of sub-paragraph (1) above, the undertaker must give a minimum of 5 working days' written notice to the relevant highway authority of their intention to commence works within the public highway.			
Site clearance and Certificates of Substantial Completion (Para 12/14 and 18)	(5) On the issuing of the certificate of substantial completion for permanent works, the maintenance period will commence. (6) For permanent alterations to the highway work a final certificate of completion will be issued at the end of the maintenance period subject to resolution of any matters identified in the stage 4 road safety audit.	No equivalent wording for reasons set out in the Commentary column.	No equivalent wording for reasons set out in the Commentary column.	The Applicant notes that its obligations in relation to addressing any measures required following a stage 3 road safety audit upon substantial completion are already sufficiently addressed within paragraph 16 of the protective provisions. As such, they do not need duplicating in the interpretation paragraph of the provisions. The Applicant notes that its obligations in relation to addressing any measures required following a stage 4 road safety audit prior to the issue of a final certificate (following expiry of 12 months after the issue of the certificate of substantial completion) are already sufficiently addressed within paragraph 18 of

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
				the protective provisions. As such, they do not need duplicating in the interpretation paragraph of the provisions. **Deadline 8 Update:** The Applicant's preferred wording is retained for the reasons stated above.
Temporary works period and certificate of reinstatement (Para 13/15 and 19)	(2): The undertaker shall be permitted to retain each phase or element of the highway works in situ for the temporary works period (or such longer period as is agreed between the undertaker and the relevant highway authority) provided this does not exceed completion of the construction phase of the authorised development. (3): The undertaker shall maintain each phase or element of the highway works in a condition satisfactory to the relevant highway authority for the temporary works period using the intervention	(2)The undertaker is permitted to retain each phase or element of the highway works in situ for the temporary works period (or such longer period as is agreed between the undertaker and the relevant highway authority). (3)The undertaker must maintain each phase or element of the highway works in a condition satisfactory to the relevant highway authority for the temporary works period using such criteria agreed with each	(2)The undertaker is permitted to retain each phase or element of the highway works in situ for the temporary works period (or such longer period as is agreed between the undertaker and the relevant highway authority). (3)The undertaker must maintain each phase or element of the highway works in a condition satisfactory to the relevant highway authority for the temporary works period using such criteria agreed with each relevant highway authority. (5) None	In relation to the insertion by the local highway authorities at sub-paragraph 15(2), the Applicant retains its preferred drafting as the provisions already provide the authorities with the ability and control of approval rights of any period longer than the temporary works period. The Applicant has no in principle objection to the new proposed text at sub-paragraph 15(3) but makes the wording more general to account for the number of highway authorities that the provisions apply to, as such, the drafting gives flexibility for each authority to agree its own criteria. The Applicant does not include the proposed drafting suggested at sub-

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	criteria in the Highway Maintenance Operational Plan as minimum criteria. (5): "The relevant highway authority shall thereafter, and as soon as reasonably practicable, issue to the undertaker the certificate of reinstatement in respect of the relevant highway works and the maintenance period commences on the issue of that certificate.	relevant highway authority. (5) None		paragraph 15(5) of the local highway authorities preferred drafting as the existing drafting already provides for commencement of the maintenance period under the relevant definition. **Deadline 8 Update:** The Applicant's preferred wording is retained for the reasons stated above.
Defects correction period and certificate of final completion (Para 14/16 and 20)	(2): The undertaker shall maintain each phase or element of the highway works eighteen (18) months (unless the relevant highway authority agrees in writing a lesser period) from the issue of the related certificate of substantial completion	(2): The undertaker must maintain each phase or element of the highway works — (a) in the case of minor works, twelve (12) months (unless the relevant highway authority agrees in writing a lesser period) from the issue of the related certificate of substantial completion; and (b) in the case of major works, eighteen (18) months (unless the relevant highway	(2): The undertaker must maintain each phase or element of the highway works — (a) in the case of minor works, twelve (12) months (unless the relevant highway authority agrees in writing a lesser period) from the issue of the related certificate of substantial completion; and (b) in the case of major works, eighteen (18) months (unless the relevant highway authority agrees in	The Applicant considers that it is proportionate to retain a 12 month maintenance period for minor works noting that a standard maintenance period under much DCO precedent as well as a standard 278 highway agreement with local highways authorities is 12 months and as such, the Applicant is already committing to a higher period for major works than is standard. **Deadline 8 Update:** The Applicant's preferred wording is retained for the reasons stated above.

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
		authority agrees in writing a lesser period) from the issue of the related certificate of substantial completion	writing a lesser period) from the issue of the related certificate of substantial completion	
Interest	Interest at 4% above a rate equivalent to the Bank of England base rate from time to time shall be payable in respect of any sum due to any relevant highway authority under this Part of this Schedule which is outstanding for more than twenty eight (28) days	Interest at a rate equivalent to the Bank of England base rate from time to time is payable in respect of any sum due to any relevant highway authority under this Part of this Schedule which is outstanding for more than twenty eight (28) Business Days	Interest at 3% above the Bank of England base rate from time to time is payable in respect of any sum due to any relevant highway authority under this Part of this Schedule which is outstanding for more than twenty (20) Business Days	The Applicant retains its drafting noting that this interest amount is reflective of market standard positions. **Deadline 8 Update:** The Applicant has updated the interest level in line with the made National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order 2024.
Security	(1) The undertaker must provide the relevant highway authority with a bank or other acceptable financial institution for the value of the performance figure in relation to each phase or element of the highway works before the commencing of that phase or element.	(1) Prior to commencement of the highway works or part of them, the undertaker must provide the security." (2): Should the undertaker default in the execution of its obligations in carrying out any or all of the relevant phase or element of the highway works, and to	(1) Prior to commencement of the highway works or part of them, the undertaker must provide the security." (2): Should the undertaker default in the execution of its obligations in carrying out any or all of the relevant phase or element of the highway works, and to maintain the same in accordance with the provisions of this Part of	The Applicant and local highway authorities continue to liaise in relation to an appropriate form of security with a view to providing an updated set of protective provisions within the **3.1 Draft DCO (Revision H)** to be submitted at Deadline 8. **Deadline 8 Update:** The Applicant's preferred wording is retained for the reasons stated above.

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	(2) Without expense to the relevant highway authority the undertaker and the surety shall prior to commencing each phase or element of the highway works enter into the bond for that phase or element and the undertaker and surety shall be bound to the relevant highway authority in the amount of the performance figure for the relevant phase or element. (3): Should the undertaker default in the execution of its obligations in carrying out any or all of the relevant phase or element of the highway works, then the relevant highway authority may itself complete that phase or element of the highway works that has been commenced by the undertaker and maintain or remove and reinstate the same and call upon the undertaker to reimburse it	maintain the same in accordance with the provisions of this Part of this Schedule then the relevant highway authority may (subject to the provisions contained in this Part) itself complete that phase or element of the highway works that has been commenced by the undertaker and maintain the same having first called upon the bond for the cost to be expended in so doing and call upon the undertaker to reimburse it for the cost expended in respect of the same provided that: *(Agreed caveats as reflected in the current draft Order but not repeated here)*	this Schedule then the relevant highway authority may (subject to the provisions contained in this Part) itself complete that phase or element of the highway works that has been commenced by the undertaker and maintain the same having first called upon the bond for the cost to be expended in so doing and call upon the undertaker to reimburse it for the cost expended in respect of the same provided that:	

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	for the cost expended in respect of the same provided that: *(Agreed caveat as reflected in the current draft Order but not repeated here)* (4): If the undertaker should default in the execution of its obligations in carrying out any phase or element of the highway works or to maintain the same in accordance with the provisions of this Part of this Schedule then the relevant highway authority will call upon the bond to provide the full performance figure amount in accordance with this Part of this Schedule.			
| **Interaction with certain Articles of this Order (Paras 29–32)**	No equivalent provisions.	A relevant highway authority must not exercise any power under this Part of this Schedule so as to question or impede the principle that works or activities authorised by this Order (including under articles 11 (street	A relevant highway authority must not exercise any power under this Part of this Schedule so as to question or impede the principle that works or activities authorised by this Order (including under articles 11 (street works),	The Applicant has included this drafting to ensure that there are no consistency issues in relation to the interaction between the highways Articles of the draft Order and the operation of the draft protective provisions. **Deadline 8 Update:**

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
		works), 14 (power to alter layout etc. of streets), 16 (temporary closure of streets and public rights of way), 17 (access to works) or 49 (traffic regulation)) may be carried out; except that this does not prevent a relevant highway authority from exercising any such power so as to ensure that such works or activities which affect the highway network proceed on appropriate terms for the safety and efficient operation of that network, including in respect of their technical design, specification or methodology." Para 30: "Where the undertaker submits any application for consent under articles 11(2), 14(4), 16(2), 17(1)(b) or 49(2) and details for approval under paragraph 11 of this Part of this Schedule in respect of the same works or activities, the	14 (power to alter layout etc. of streets), 16 (temporary closure of streets and public rights of way), 17 (access to works) or 49 (traffic regulation)) may be carried out; except that this does not prevent a relevant highway authority from exercising any such power so as to ensure that such works or activities which affect the highway network proceed on appropriate terms for the safety and efficient operation of that network, including in respect of their technical design, specification or methodology." Para 30: "Where the undertaker submits any application for consent under articles 11(2), 14(4), 16(2), 17(1)(b) or 49(2) and details for approval under paragraph 11 of this Part of this Schedule in respect of the	The Applicant's preferred wording is retained for the reasons stated above.

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
		respective periods under the relevant article and under paragraph 11 of this Part of this Schedule for that consent and approval run independently of each other from the date, or respective dates, of those submissions." Para 31: "Any certificate of substantial completion issued by the relevant highway authority in relation to any highway works under paragraph 18 of this Part of this Schedule is to be treated as satisfying the requirement for the reasonable satisfaction of the street authority in relation to the completion of a street to which articles 18(1) and 18(2) refer in relation to those highway works." Para 32: "Any certificate of final completion issued by the relevant highway authority in relation to any highway works under	same works or activities, the respective periods under the relevant article and under paragraph 11 of this Part of this Schedule for that consent and approval run independently of each other from the date, or respective dates, of those submissions." Para 31: "Any certificate of substantial completion issued by the relevant highway authority in relation to any highway works under paragraph 18 of this Part of this Schedule is to be treated as satisfying the requirement for the Schedule is to be treated as satisfying the requirement for the reasonable satisfaction of the street authority in relation to the completion of a street to which articles 18(1) and 18(2) refer in relation to those highway works." Para 32: "Any	

Issue	HAs Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
		paragraph 20 of this Part of this Schedule is to be treated as the agreement of the street authority to maintain the relevant street at the expense of the street authority as referred to in articles 18(1) and 18(2) of this Order in relation to those highway works.	certificate of final completion issued by the relevant highway authority in relation to any highway works under paragraph 20 of this Part of this Schedule is to be treated as the agreement of the street authority to maintain the relevant street at the expense of the street authority as referred to in articles 18(1) and 18(2) of this Order in relation to those highway works.	

Table 2.11 Outstanding Issues between NGET and Lower Thames Crossing Project

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
Defined term - "detailed design information"	*"detailed design information" means such of the following information as is relevant to the specified works....* *(p) such information as may be reasonably required by the LTC undertaker*	*"detailed design information" means such of the following information as is relevant to the specified works or, as the case may be, the works authorised by the 2025 Order....* *(p) such information as may be reasonably required by the undertaker or the LTC undertaker*	*"detailed design information" means such of the following information as is relevant to the specified works or, as the case may be, the works authorised by the 2025 Order....* *(p) such other information as may be reasonably required by the undertaker or the LTC undertaker as a consequence of the cooperation and coordination undertaken pursuant to paragraph 3*	This amendment is required as a consequence of the changes made to Paragraph 4 (Prior agreement) and as explained below. **Deadline 8 Update:** The Applicant and LTC have agreed the entire form of wording shown in the previous column. No matters remain outstanding as regard this element of the drafting.
Defined term - "specified work"	*"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;*	*"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;~~ within the interface area.*	*"specified work" means any work or works authorised by this Order which would be situated on, under, over, or within the interface area.*	The Applicant considers that the wording proposed by LTC ("or would otherwise adversely affect, works authorised by the 2025 Order,....") is inherently ambiguous and uncertain. The Applicant has, therefore, amended the definition of "specified work" so as to more closely

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
				align the extent of the obligations under Paragraph 4 (Prior agreement) with the carrying out of works situated within the interface area (as defined). Although this is a narrowing of the wording proposed by LTC, it is a proportionate change. The "interface area" is defined as land falling within both sets of Order limits, meaning the Applicant's revised definition squarely captures the zone of overlap where the risk of physical interaction between the two schemes is most acute. All of the coordination and consent obligations that flow from the "specified work" definition therefore remain focused on precisely the land where they are needed. Such certainty is considered helpful to both parties, taking account (for

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
				example) of LTC's stated intention to seek substantial external funding to enable delivery of its scheme. **Deadline 8 Update:** The Applicant and LTC have agreed the entire form of wording shown in the previous column. No matters remain outstanding as regard this element of the drafting.
Paragraph 3 (Cooperation)	*N/A*	*Cooperation* *3.—(1) The undertaker must use all reasonable endeavours to avoid any conflict arising between the carrying out, maintenance and operation of the authorised development and the works authorised by the 2025 Order.* *The undertaker and the LTC undertaker must each act in good faith and use all reasonable endeavours to co-operate with, and provide such timely assistance to, one another*	*Cooperation* *....* *(3) Without prejudice to the generality of sub-paragraph (2), the undertaker and the LTC undertaker must:* *....* *(b) hold bi-monthly programming and coordination meetings, unless otherwise agreed by the parties, until the completion of the authorised development and the works authorised by the 2025 Order*	The Applicant has proposed an entirely new Paragraph 3 (Cooperation) which is intended to reflect the practical reality that two major nationally significant infrastructure projects, operating in the same geographical area, must coordinate effectively in order to ensure that both projects can be brought forwards successfully. The Applicant considers that Paragraph 3 is both proportionate and appropriate in order to

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
		as may be required to ensure the safe, economic and efficient co-ordination of the execution of the authorised development and the works authorised by the 2025 Order. *Without prejudice to the generality of sub-paragraph (2), the undertaker and the LTC undertaker must:* *(a) provide a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised development and the works authorised by the 2025 Order;* *(b) hold bi-monthly meetings until the completion of the authorised development and the works authorised by the 2025 Order (whichever is the latest);* *(c) consult with the other party as to the programming of works for the authorised development and the works authorised*	*(whichever is the latest) with the aim of:* *(i) ensuring that matters within the scope of paragraph 4 and/or paragraph 5 are addressed as expeditiously and efficiently as possible; and* *(ii) facilitating the prompt exchange of information in respect of works, activities or other operations, including the temporary closure or permanent stopping-up or diversion of any street or highway, which are proposed to be carried out outside of the interface area but which either the undertaker or the LTC undertaker reasonably consider may adversely impact upon works, activities or other operations to be undertaken within the interface area.* *(c) to the extent that relevant information has been provided to each party within a timely manner, take*	protect LTC's interests for several reasons: - **Mutuality:** both the undertaker and the LTC undertaker are subject to the cooperation requirements under sub-paragraphs (2) and (3), which is necessary to ensure the provision of information which it is incumbent on both projects to provide to one another (much of which does not exist at the current time). - **Proportionality:** given that both projects share an interface area (land falling within both sets of Order Limits), there is a genuine and obvious need for structured coordination. The specific requirements — a

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
		by the 2025 Order and, to the extent practicable, take all reasonable steps to ensure that all plans and other documents as submitted for approval under the requirements of this Order and under the 2025 Order do not unreasonably impede or interfere with the construction of the authorised development or the works authorised by the 2025 Order; and *(d) have regard to the anticipated programme of works for the authorised development and the works authorised by the 2025 Order in order to facilitate a co-ordinated approach to construction programming, land assembly, and the carrying out of works in connection with the authorised development and the 2025 Order.*	*all reasonable steps to ensure that all plans and other documents as submitted for approval under the requirements of this Order and under the 2025 Order do not unreasonably impede or interfere with the construction of the authorised development or the works authorised by the 2025 Order; and* *(d) keep each other informed of, and have regard to, the anticipated programme of works for the authorised development and the works authorised by the 2025 Order in order to facilitate a coordinated approach to construction programming, land assembly, and the carrying out of works in connection with the authorised development and the 2025 Order*	liaison contact, bi-monthly meetings, consultation on programming — are standard coordination measures commonly found in protective provisions for overlapping infrastructure schemes. They do not impose onerous approval rights but instead establish a framework for dialogue. - **Consultation:** the requirement under Paragraph 3(c) to consult with LTC means that the Applicant must have due and proper regard to feedback received, and always with the ultimate back-stop position that it must take all reasonable steps to ensure that it does not "unreasonably

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
				impede or interfere" with the delivery of the LTC project. In this context, the mutual requirement to consult is intended to ensure that each party has early notice of each other's proposals and is able to take positive steps to account for the same. **Deadline 8 Update:** The Applicant and LTC have agreed the entire form of wording shown in the previous column. No matters remain outstanding as regard this element of the drafting.
Paragraph 4 (Prior agreement)	*Prior approval* *3.—(1) A specified work must not begin until—* *the detailed design information for that specified work has been*	*Prior agreement* *4. (1) A specified work must not ~~begin~~ commence until—* *the undertaker has provided the LTC undertaker with the detailed*	*Exercise of powers* *4. (1) A specified work, or part thereof, must not commence until —* *(a) the undertaker has provided the LTC*	Reflecting the wider narrative that the relationship between the two projects must, necessarily, remain one of close collaboration, the Applicant has sought to re-

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	submitted to LTC undertaker; and *the LTC undertaker has given its approval to that specified work.*	*design information for that specified work ~~has been submitted to LTC undertaker; and~~* *the LTC undertaker has ~~given its approval to that~~ itself provided the undertaker with such detailed design information concerning the works authorised by the 2025 Order as is relevant to the carrying out of the specified work; and* *the undertaker and the LTC undertaker have reached agreement as to the co-ordination of the execution of the specified work in a manner which facilitates the safe, economic and efficient execution of works authorised by the 2025 Order within the interface area.*	*undertaker with the detailed design information for that specified work or part thereof;* *(b) the LTC undertaker has itself provided the undertaker with such detailed design information concerning the works authorised by the 2025 Order as is relevant to the carrying out of the specified work or part thereof; and* *(c) the LTC undertaker has given its prior approval (not to be unreasonably withheld or delayed) as to the co-ordination of the execution of the specified work or part thereof in a manner which facilitates the safe, economic and efficient execution of works authorised by the 2025 Order within the interface area.* *(2) The undertaker must not exercise powers under:* *(a) article 16 (temporary closure of streets and public rights of way);*	frame LTC's proposed drafting, such that the concept of "Prior approval" is translated into one of "Prior agreement". It is important to emphasise that the substantive pre-commencement oversight which LTC has sought in its drafting submitted at Deadline 6 is retained in full. In particular, specified works (as defined) may not commence until: the Applicant has provided LTC with detailed design information for that specified work; LTC has itself provided the Applicant with relevant detailed design information concerning its own works; and both parties have reached agreement as to the co-ordination of the execution of the specified work in a manner which facilitates the safe, economic and efficient

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
			(b) article 20 (discharge of water); and *(c) this Order to compulsorily acquire, take temporary possession of, or otherwise access land within the interface area* *without having first obtained the prior approval of the LTC undertaker (not to be unreasonably withheld or delayed).* *(3) In providing the prior approval referred to in sub-paragraphs (1)(c) and (2) t<u>he LTC undertaker must have regard to the cooperation and coordination undertaken pursuant to paragraph 3, and ensure that its approval</u> is given in writing and must set out any terms, requirements or conditions under which those powers are to be exercised.* *....*	execution of LTC's works within the interface area. Whilst the amended drafting is more reflective of the collaborative working arrangement with LTC which the Applicant expects will continue, the Applicant submits that the practical effect for LTC is unchanged — i.e. no specified work may commence until agreement is reached on co-ordination, thereby meaning that LTC retains effective control, subject to recourse to Paragraph 9 (Escalation of differences), on the commencement of any specified work absent a mutually agreed co-ordination plan. **Deadline 8 Update:** The Applicant and LTC have agreed the entire form of wording shown in the previous column. No matters remain outstanding as regard this element of the drafting.

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
Paragraph 5 (Exercise of powers)	*(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.* *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.* *The approval of the LTC undertaker under sub-paragraphs (1) to (3) is not to be unreasonably withheld or delayed.* *An approval of the LTC undertaker under this paragraph—*	*(1) 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~~ having first consulted with the LTC undertaker.* *(2) The undertaker must not exercise powers under—* *article 16 (temporary closure of streets and public rights of way);* *article 20 (discharge of water); and* *article 21 (protective works to buildings);* *over any part of the interface area without ~~the prior approval of~~ having first consulted with the LTC Undertaker.* *(3) Where the LTC undertaker is consulted for the purposes of sub-paragraph (1) or (2), the undertaker and the LTC undertaker must promptly,*	*Not applicable. Paragraph 5 has been merged with Paragraph 4 and the updated drafting reported on above.*	As above, the Applicant has sought to re-frame LTC's proposed drafting, such that the concept of "prior approval" (in relation to the exercise of compulsory acquisition, temporary possession, land access, street closure, water discharge and protective-works powers in the interface area) is translated into one of "prior consultation and agreement". The reasons for doing so can be explained as follows: - The Applicant has sought to design its proposals for the Project in a way which both minimises and mitigates, so far as reasonably practicable, the potential interface with LTC. The decision to proceed with Scenario B

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	(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.*	*and without unreasonable delay, agree in writing the terms, requirements or conditions under which those powers are to be exercised on, over, under or within the interface area.* *(4) For the avoidance of doubt, any terms, requirements or conditions referred to in sub-paragraph (3) must not:* *(a) constitute the imposition of a moratoria on the carrying out of the authorised development or the works authorised by the 2025 Order;* *(b) be of a nature whereby compliance with those terms, requirements or conditions would constitute a breach of this Order or the 2025 Order; or* *(c) be contrary to the duties of cooperation set out in paragraph (3) of this Part* *~~(4) The approval of the LTC undertaker under sub-paragraphs (1) to (3) is not~~*		removed circa 404 plot interactions. - However, given the close geographic proximity and linear nature of both projects, there remain circa. 700 plot specific interactions. - Whilst interaction remains unavoidable, the Applicant remains confident that the two projects are capable of co-existing from a land and rights perspective during their respective operational phases. It is recognised that there are likely to be unique challenges during construction, but those challenges are not considered by the Applicant or by LTC to be insurmountable –

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
		~~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~~ ~~may be subject to any requirements or conditions as the LTC undertaker considers reasonably necessary~~		especially given the collaborative working relationship between the parties. - Both parties also recognise that there are limits as to what can be agreed or committed to at this stage in the process, noting that the specific interface of land and rights (including use of temporary possession powers) remains to be confirmed at this time give it will be dictated by the outputs of detailed design and confirmation of final project programming. - The intention is, therefore, to focus on agreement of a principles-based approach to the

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
				anticipated land and rights interface. - The specific drafting amendments proposed in respect of Paragraph 5 are intended to reflect that shared ambition. In any case, the Applicant considers that LTC's position remains protected in substance because: (a) the Applicant must consult LTC before exercising the powers which are the subject of Paragraph 5; and (b) the parties must then reach a binding written agreement on the terms of exercise. The Applicant has set out in sub-paragraph (4) what it considers to be sensible limitations and/or controls as to the content of that future agreement. It is clear, therefore, that the Applicant cannot simply unilaterally override LTC's interests — it must obtain LTC's engagement and

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
				agree terms before proceeding in a manner which facilitates mutual compatibility and integration. **Deadline 8 Update:** Not applicable. Paragraph 5 has been merged with Paragraph 4 and the updated drafting reported on above. In any event, the Applicant and LTC have agreed the entire form of wording shown in the previous column in respect of Paragraph 4. No matters remain outstanding as regard this element of the drafting.
Paragraph 6 (LTC compensatory habitat)	*(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.*	*(1) If the authorised development is ~~begun~~ commenced in the interface area, the undertaker must, in consultation with the LTC undertaker, carry out and complete Work No. 20 such that not less than 16*	*(3) For the avoidance of doubt, sub-paragraphs (1) and (2) will not apply in the event that works authorised by the 2025 Order are cancelled, terminated, suspended indefinitely, or otherwise ceased so as to render the 2025 Order*	The Applicant has not proposed any substantive changes to Paragraph 6. However, in addition to ensuring that LTC is consulted as part of the Applicant's intended delivery of Work No. 20, the introduction of sub-

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	(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.	*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.* *(3) For the avoidance of doubt, sub-paragraphs (1) and (2) will not apply in the event that works authorised by the 2025 Order are not commenced and/or the LTC undertaker does not bring forward any of the remaining compensatory habitat secured in the Outline Landscape and Ecology Management Plan referred to in sub-paragraph (2) in locations adjacent to the interface area.*	*authorised development incomplete*.	paragraph (3) is considered a proportionate measure intended to reflect the fact that the requirement for the Applicant to deliver the replacement compensatory habitat is only realised where LTC is, itself, required to deliver the remainder of that compensatory habitat under the 2025 Order. **Deadline 8 Update:** The Applicant and LTC have agreed the entire form of wording shown in the previous column. No matters remain outstanding as regard this element of the drafting.

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
Paragraph 7 (Costs)	*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;*	*(1) The undertaker must, on receipt of an invoice or written breakdown, pay to the LTC undertaker a sum equal to the whole of any reasonable, directly incurred and properly evidenced costs and expenses which the LTC undertaker incurs (including costs and expenses for using internal or external staff) in relation to ~~approvals sought~~ any agreements required to be entered into 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*	*(1) The undertaker must, on receipt of an invoice or written breakdown, pay to the LTC undertaker a sum equal to the whole of any reasonable, directly incurred and properly evidenced costs and expenses which the LTC undertaker incurs (including costs and expenses for using internal or external staff) in relation to any approvals or agreements required to be entered into 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 or exercise of powers within or affecting the interface area including, but not limited to—* *(a) any costs reasonably incurred by the LTC undertaker in connection with carrying out any work on behalf of the undertaker*	The Applicant has reformulated Paragraph 7 (Costs) in order to align with the overall change in emphasis within the Protective Provisions regarding the need for collaboration and engagement between the parties. In order to ensure that the Applicant is not placed in breach of its own regulatory duties, it is suggested that the costs regime under Paragraph 7 should also include two proportionate balancing provisions: (i) that LTC must use reasonable endeavours to mitigate and minimise costs and, if requested, explain how they have been minimised; and (ii) that allowance is made as regard the value of land or rights acquired by the Applicant on LTC's behalf for compensatory habitat purposes (in order to reflect the fact that LTC would not,

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	(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.*	*undertaker in connection with carrying out any work on behalf of the undertaker under any ~~approval given~~ agreement reached;* *(c) the carrying out of any protective works within the interface area, if required;* *(d) the survey of land within the interface area, and the inspection and monitoring of any works carried out by the undertaker within the interface area; and* *(e) all legal and administrative costs in relation to sub-paragraphs (a) to (dc) above.* *(2) The LTC undertaker must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs and expenses under sub-paragraph (1) and, if requested to do so by the undertaker, the LTC undertaker must provide an explanation of how those costs and expenses have been minimised.*	*under any approval or agreement reached; ....*	itself, have to purchase the land and/or rights which it has otherwise committed to purchasing in order to ensure compliance with the 2025 Order). The Applicant considers that the specific amendments proposed to Paragraph 7 are both proportionate and necessary so as to bring the costs recovery mechanism into line with standard protective provision practice and without undermining LTC's entitlement to full recovery of all legitimate costs. **Deadline 8 Update:** The Applicant and LTC have agreed the entire form of wording shown in the previous column. No matters remain outstanding as regard this element of the drafting.

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
		(3) There will be deducted from any sum payable under sub-paragraph (1) a sum equal to the value of any land or rights acquired by the undertaker on behalf of the LTC undertaker for the purposes of paragraph 6, that sum being calculated following acquisition of the land or rights in question.		
Paragraph 8 (Indemnity)	*(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,*	*The undertaker fully indemnifies the LTC undertaker from and against all costs, claims, expenses, damages, losses and liabilities suffered by the LTC Undertaker directly 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*	*.... provided that the undertaker's indemnity will not extend to any loss or claims arising out of or in consequence of any negligent act or default of the LTC undertaker or to the exercise of any powers under the Order which are carried out in compliance with the approval or agreement reached under paragraph 4 unless such exercise of powers are carried out negligently.*	Both the substantive and procedural elements of the indemnity requested by LTC are retained, namely that the Applicant agrees to fully indemnify LTC against all costs, claims, expenses, damages, losses and liabilities arising from the construction, maintenance or use of specified works or from the exercise of, or failure to exercise, powers under the Order, and LTC must notify the Applicant of relevant claims and cannot accept or compromise them without prior consent, with the Applicant taking sole

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
	provided that the undertaker's indemnity will not extend to any claims arising out of the negligence of the LTC undertaker.	*not extend to any loss or claims arising out of ~~the negligence~~ or in consequence of any negligent act or default of the LTC undertaker or to the exercise of any powers under the Order which are the subject of agreement reached under paragraph 5.*		conduct of any settlement or proceedings if consent is withheld. The Applicant has, however, sought proportionate amendments such that the indemnity is subject to an exclusion in respect of losses arising from LTC's own negligence or default and for matters which are agreed under Paragraph 5 (Exercise of powers) and in respect of which it is anticipated the parties will agree terms regarding any limitation of liability and/or indemnity which reflect, and are appropriate to, the specific subject matter of the agreement reached. **Deadline 8 Update:** The Applicant and LTC have agreed the entire form of wording shown in the previous column. No matters remain outstanding as regard this element of the drafting.

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
Paragraph 9 (Escalation of differences)	*Any dispute under this Part of this Schedule shall be settled by arbitration in accordance with article 62 (arbitration).*	*~~Any dispute under this Part of this Schedule shall be settled~~ ~~by arbitration in accordance with article 62 (arbitration).~~* *(1) The undertaker and the LTC undertaker shall use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them out of or in connection with this Part in accordance with the following provisions.* *(2) The undertaker and the LTC undertaker shall each nominate a representative who shall meet to try to resolve the matter. If the matter is not resolved at that level within ten business days of either the undertaker or the LTC undertaker requesting such a meeting (or such longer period as may be agreed between the undertaker and the LTC undertaker) the matter may at the request of either the*	*(3) If the meeting between senior executives fails to result in a settlement within ten business days of the date of the request for such a meeting (or if it is not possible to convene a meeting within this period) then the dispute will be determined in accordance with article 62 of this Order.*	The Applicant's view is that the previous arbitration provision — whereby disputes under the Protective Provisions would be settled by arbitration under article 62 — is not appropriate in the specific context of the interrelationship between two nationally significant infrastructure projects. In its place, the Applicant proposes a tiered escalation mechanism whereby both parties must use reasonable endeavours to secure amicable resolution; if unresolved within ten business days (or such longer period as agreed), the matter may be escalated to senior executives; and if still unresolved within a further ten business days (or if a meeting cannot be convened), the Applicant may refer the matter to the Secretary of State for Energy Security and Net

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
		undertaker or the LTC undertaker be referred for discussion at a meeting to be attended by a senior executive from each party. *(3) If the meeting between senior executives fails to result in a settlement within ten business days of the date of the request for such a meeting (or if it is not possible to convene a meeting within this period) then the undertaker may refer the matter to the Secretary of State for Energy Security and Net Zero or the LTC undertaker may refer the matter to the Secretary of State for Transport.*		Zero, or the LTC undertaker may refer the matter to the Secretary of State for Transport. The Applicant acknowledges that the removal of a means of escalation via arbitration is a meaningful change, in that it takes away a binding and enforceable private resolution mechanism. However, the Applicant considers any perceived disadvantage is overcome by virtue of the fact that LTC retains an independent external route to resolution through the Secretary of State for Transport, which is an appropriate forum given that both schemes are nationally significant infrastructure projects. The tiered process also incentivises early resolution and ensures escalation to senior decision-makers before external referral is needed.

Issue	LTC Wording	NGET Wording	Updated Wording at Deadline 8	Commentary
				Deadline 8 Update: The Applicant and LTC have agreed the entire form of wording shown in the previous column. No matters remain outstanding as regard this element of the drafting.

Table 2.12 Outstanding Issues between NGET and Tarchon Energy Limited

Issue	Tarchon Wording	NGET Wording	Commentary
Definition of 'apparatus'	*"apparatus" means electric lines, electrical plant or any associated infrastructure belonging to or maintained by Tarchon including apparatus constructed pursuant to the Tarchon Project, together with any replacement apparatus provided under this Part of this Schedule, and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus or any apparatus in respect of the Tarchon Project once constructed.*	*"apparatus" means existing electric lines or existing electrical plant belonging to or maintained by Tarchon together with any replacement apparatus provided under this Part of this Schedule, and includes any structure in which apparatus is lodged or which gives or will give access to apparatus or any apparatus in respect of the Tarchon Project once constructed;*	Tarchon is a future project that will be making its own application for development consent in the following years but is not yet consented. The parties recognise that legal agreements will need to be entered into to manage the interface between the Applicant and Tarchon once consented. The Applicant received draft protective provisions from Tarchon on 23 June 2026. Given the late stage of the examination, these are not yet agreed but the Applicant expects to reach agreement on the protective provisions with Tarchon in due course. Tarchon returned the proposed drafting amendments included in this table shortly before deadline 7 but given the proximity to deadline 7 the Applicant has not yet discussed these in detail with Tarchon. However, the Applicant has included its proposed version of the PPs in the draft DCO for deadline 7. The PPs are based on the drafting in the draft NTT DCO for North Falls and Five Estuaries and the standard protective provisions included for electricity undertakers. There are significant contextual differences between North Falls and Five Estuaries and Tarchon at this stage due to the extensive engagement held with the former parties culminating in a co-operation agreement and the timing of those projects. The Applicant is considering the drafting amendments proposed by Tarchon in more detail and will liaise with Tarchon further on this definition. As Tarchon is a future project that does

Issue	Tarchon Wording	NGET Wording	Commentary
			not yet have assets or apparatus, it is important that the PPs apply only where assets are existing at a time when Tarchon have constructed apparatus.
Definition of 'Overlap Area'	*"Overlap Area" means any land within the Order land that is also within the land that will be defined as the Order land in the proposed Order for the Tarchon Project but excluding the New EACN Substation Boundary*	*"Overlap Area" means any land within the Order land that is also within the land that will be defined as the Order land in the proposed Order for the Tarchon Project but excluding the EACN Substation Area;*	The Applicant is considering the drafting amendments proposed by Tarchon in more detail and will liaise with Tarchon further on this definition. The Applicant notes that it is appropriate to exclude the plots within both the EACN Substation Boundary (as this will be dealt with by the Connection Agreement) and the EACN Substation Area as this areas is required for the Project to proceed and that should not be in the control of Trachon. The Applicant will however liaise with Tarchon in connection with their own DCO application and will work with Tarchon over the voluntary grant of a cable easement over the EACN Substation Area in order to connect their customer, as part of the discussions on the grant of voluntary land rights with Tarchon following the submission of their own DCO.
Protection of Apparatus provisions	*8.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or has already acquired an interest in land in exercise of the powers conferred by this Order, that apparatus must not be removed under this Part of this Schedule*	*5—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of Tarchon to maintain that apparatus in that land must not be extinguished*	The Applicant is considering the drafting amendments proposed by Tarchon in more detail and will liaise with Tarchon further to reach agreement in relation to the protection of apparatus.

Issue	Tarchon Wording	NGET Wording	Commentary
	and any right of Tarchon 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 Tarchon. *(3) If alternative apparatus or any part of such apparatus is to be constructed as a consequence of the removal of apparatus placed on the land referred to in sub-paragraph (2), Tarchon, must on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its reasonable endeavours to obtain by consent or by using any powers already granted to it in respect of the Tarchon Project the necessary facilities and rights in other land in which the alternative apparatus is to be constructed.*	*until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Tarchon.* *(3) If alternative apparatus or any part of such apparatus is to be constructed as a consequence of the removal of apparatus placed on the land referred to in sub-paragraph (2), Tarchon, must on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in other land in which the alternative apparatus is to be constructed.*	
Indemnity provisions	*(2) Subject to sub-paragraphs (3) and (4), if by reason or in consequence of the construction use or maintenance or failure of*	*(2) Subject to sub-paragraphs (3) and (4), if by reason or in direct consequence of the construction use or maintenance*	The Applicant is considering the drafting amendments proposed by Tarchon in more detail and will liaise with Tarchon further to reach agreement in relation to the indemnity. However,

Issue	Tarchon Wording	NGET Wording	Commentary
	any works to which paragraph 9(1) applies 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, or any subsidence resulting from any of these works, any damage is caused to any apparatus or property of Tarchon, or Tarchon 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 Tarchon the cost reasonably and properly incurred by Tarchon in making good such damage or restoring the supply; and* (b) *indemnify Tarchon for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Tarchon, by reason or in*	*or failure of any works to which paragraph (1) applies by or on behalf of the undertaker or in direct 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, or any subsidence resulting from any of these works, any damage is caused to any apparatus or property of Tarchon, or Tarchon 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 Tarchon the cost reasonably and properly incurred by Tarchon in making good such damage or restoring the supply; and* *(b) indemnify Tarchon for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Tarchon, by reason or in consequence of any such damage or interruption or Tarchon becoming liable to any third party other than arising from any default of Tarchon.*	the Applicant notes that Tarchon's suggested amendments go beyond the equivalent provisions which were agreed on the North Falls and Five Estuaries

Issue	Tarchon Wording	NGET Wording	Commentary
	consequence of any such damage or interruption or Tarchon becoming liable to any third party other than arising from any default of Tarchon. *(3) The fact that any act or thing may have been done by Tarchon on behalf of the undertaker or in accordance with a plan agreed with Tarchon or in accordance with any requirement of Tarchon or under its supervision will not (unless sub-paragraph (4) applies), excuse the undertaker from liability under the provisions of sub-paragraph (2) unless Tarchon fails to carry out and execute the works properly with due care and attention and in a skillful and workman like manner or in a manner that accords with the approved plan and the damage that is caused which is attributable to the undertaker's actions or the resulting subsidence is as a direct consequence of any such failure.*	*(3) The fact that any act or thing may have been done by Tarchon on behalf of the undertaker or in accordance with a plan agreed with Tarchon or in accordance with any requirement of Tarchon or under its supervision will not (unless sub-paragraph (4) applies), excuse the undertaker from liability under the provisions of sub-paragraph (2) unless Tarchon fails to carry out and execute the works properly with due care and attention and in a skillful and workman like manner or in a manner that accords with the approved plan.*	

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