

**Planning Act 2008**  
**Application by H2 Teesside Limited ("the Applicant")**  
**for an Order Granting Development Consent**  
**for the H2Teesside Project ("the Project")**  
**affecting the BOC Limited ("BOC")**  
**Further update at Deadline 8**

1. Fieldfisher LLP acts for BOC (interested party reference 20049365).
2. BOC's position remains as described in their Written Representations and as reserved in the representations made at the CAH1, CAH2, deadline 7 and the previous submission at deadline 8 on 21 February 2024.
3. BOC continues to have no objection to the Application in principle, provided that either comprehensive compromise agreement is agreed and entered into or appropriate protective provisions are inserted on the face of the Order.
4. BOC has made it clear that is willing to enter into a contractual agreement to grant temporary and permanent rights over its property so that the Applicant can construct and operate the Project, provided appropriate terms can be agreed.
5. As set out in BOC's update to the Examining Authority on 21 February 2025 while BOC and the Applicant have agreed a form of compromise agreement with appropriate protective provisions (and supplied a figure for costs to be reimbursed) the Applicant has not provided the final form protective provisions for execution or agreed a timetable for execution and completion thereof.
6. BOC therefore requests that the Examining Authority programme a further hearing date in order to address protective provisions in favour of BOC, where no compromise agreement has been completed as at 28 February 2025.
7. If the Examining Authority is of the view that a further hearing date is not practicable, BOC requests that the agreement of appropriate protective provisions be dealt with by way of written representations.
8. To the extent that protective provisions cannot be agreed, BOC requests that amendments are made to the Order to include protective provisions drafted by Fieldfisher on behalf of BOC in order to adequately safeguard its business and operations.
9. BOC would like to remind the Applicant that the use of compulsory purchase powers is a matter of last resort and negotiations for the relevant rights should be actively progressed.
10. The Planning Act 2008 provides that:
  - a. Applicants should seek to acquire land by negotiation wherever practicable. As a general rule, authority to acquire land compulsorily should only be sought as part of an order granting development consent if attempts to acquire by agreement fail.
  - b. The applicant should be able to demonstrate to the satisfaction of the Secretary of State that all reasonable alternatives to compulsory acquisition (including modifications to the scheme) have been explored. The applicant will also need to demonstrate that the proposed interference with the rights of those with an interest in the land is for a legitimate purpose, and that it is necessary and proportionate.
  - c. The Secretary of State must ultimately be persuaded that the purposes for which an order authorises the compulsory acquisition of land are legitimate and are sufficient to justify interfering with the human rights of those with an interest in the land affected.

11. If the Examining Authority would like further information on any of the points referred to above Fieldfisher is happy to provide this.
12. BOC request that the Order not be confirmed until a compromise agreement containing appropriate protective provisions has been agreed and completed or that appropriate protective provisions have been inserted onto the face of the Order.
13. On this basis, there is no compelling case for the land and rights being sought by the Applicant and the Order should not be made in its current form.

**Fieldfisher LLP**  
**24 February 2025**