

12 May 2025

██████████@deloitte.co.uk

H2 Teesside Case Team
The Planning Inspectorate (Via Email)
Temple Quay House
2 The Square
Bristol
BS1 6PN

Dear Sir/ Madam,

Representation by Deloitte LLP on behalf of North Tees Group Limited – Interested Party Reference H2TS- AFP101

Application by H2 Teesside for an Order granting Development Consent for the H2 Teesside Project (EN070009)

This representation relates to the application by H2Teesside (the “Applicant”) for an order under the Planning Act 2008 granting Development Consent for the H2 Teesside Project (the “Project”) for a carbon capture enabled hydrogen production facility and hydrogen distribution network.

This representation is made on behalf of North Tees Limited. North Tees Limited related group companies include North Tees Land Limited, North Tees Landfill Sites (Cowpen) Limited, North Tees Rail Limited and North Tees Waste Management Cowpen Limited (“NTL”) in its capacity as both a Category 1 and 2 Person with an Interest in the Land.

Further to our submission on the 17th April 2025, we write with a further update on the status of discussions with the Applicant in respect of Protective Provisions sought by NTL. It is acknowledged that the examination has closed, and that this submission, and that dated April 2025, will be sent to the Secretary of State (“SoS”), who’s discretion it will be to take this matter into account at the point of decision.

NTL has been trying to engage with the Applicant for a considerable amount of time. NTL's preference would have been to have had more detailed engagement prior to the close of examination with a view to reaching an agreed position in respect of the Protective Provisions sought by NTL. We have sought to update the ExA at appropriate points in the examination whilst pursuing active engagement with the Applicant. NTL's preferred

Deloitte LLP is a limited liability partnership registered in England and Wales with registered number OC303675 and its registered office at 1 New Street Square, London, EC4A 3HQ, United Kingdom.

Deloitte LLP is the United Kingdom affiliate of Deloitte NSE LLP, a member firm of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee (“DTTL”). DTTL and each of its member firms are legally separate and independent entities. DTTL and Deloitte NSE LLP do not provide services to clients. Please see www.deloitte.com/about to learn more about our global network of member firms.

Protective Provisions and subsequent amendments to them have been shared and discussed with the Applicant, however, agreement has not been reached.

Following submission of NTL's preferred Protective Provisions on the 17th April 2025, NTL has further considered the importance of protecting its interests in the NTL and the Linkline Corridor in respect of its own future developments and seeking to avoid congestion of the Linkline Corridor that could prejudice NTL's future development plans.

It is fundamental that Protective Provisions require the Applicant to obtain NTL's consent where any works are required within the Order Limits (and not only where works would have an effect on land adjacent to the Order Limits).

The Applicant is of the view that the Protective Provisions sought are not necessary based on the approach taken by the SoS in respect of Net Zero Teesside (“NZN”) DCO. Not only are NTL's development proposals more advanced now than at the stage that Protective Provisions were being negotiated for the NZN DCO, but NZN has now been granted development consent and submitted its plans for installation of infrastructure in the Linkline Corridor.

As has been explained to the Applicant, the circumstances in which the proposed Protective Provisions must be considered for the Project are different to the circumstances of NZN.

The position adopted by the Secretary of State in respect of NZN was as follows:

- The route of the CO2 pipe and the Order Limits were confined to the Sembcorp Protection Corridor.
- It was generally accepted by the Examining Authority that Sembcorp manage the Sembcorp Protection Corridor and therefore the Protective Provisions for this corridor were viewed as covering the position.
- Proposed Works (in the NTL Estate) were confined to the Sembcorp Protection Corridor and therefore NTL only needed protection insofar as the works would have an effect the land adjacent to the order limits – the Sembcorp Protection Corridor.

The circumstances for this Project are entirely different. In this case, the pipe routing and proposed works extend beyond the Sembcorp Protection Corridor onto land owned, operated and controlled fully by NTL.

The protective provisions proposed by the Applicant (para 3(1) and 3(2) of the draft protective provisions submitted by the Applicant at Deadline 9) only protect NTL in respect of land “adjacent to the Order limits” and not any works within the Order Limits.

It is illogical and inconsistent with the protection afforded to other landowners¹ by the Applicant to suggest that NTL should not have any control over the access to or works that will be undertaken on the land NTL owns occupies and controls, and on land it seeks to develop.

Sembcorp Protection/Linkline Corridor

In addition to the above, NTL remains concerned about the potential for future congestion in the NTL Linkline Corridor/Sembcorp Protection Corridor if the location of pipelines and associated infrastructure proposed in the H2 Teesside DCO is not located in agreement with Sembcorp and NTL within that corridor; which would have the effect of causing prejudice to NTL’s future development plans.

NTL wishes to ensure that there is mechanism in the protective provisions to allow NTL to approve the location of any infrastructure in the part of the Linkline Corridor/Sembcorp Protection Corridor that it owns. It is NTL’s intention that this doesn’t contradict anything already agreed in the Protective Positions between Sembcorp and H2 Teesside.

The updated Protective Provisions as appended, now include an extension to the proposed general approval mechanism (Paragraph 3), to extend the requirement to any works to be carried out on the NTL Estate, and within the NTL Linkline Corridor to require the undertaker to seek approval from NTL before beginning any works on the NTL Estate.

On the above basis, the definition of the NTL Estate has been widened to include the NTL Linkline Corridor and the following added (paragraph 3(3)) to the general approval mechanism in paragraph 3; to read as follows:

“Consent under this Schedule

3.—(1) Before commencing any part of the authorised development which would have an effect on the operations or access to any land owned by NTL, NTLL, NTL SL and NTR, the undertaker must submit to the NT Group the works details for the proposed works and such

¹ H2 Teesside, Protective Provisions for the protection of South Tees Group - [SI/SR Template](#)

further particulars as the NT Group may request, within 30 days (or such longer period as is agreed between the parties) from the day on which the works details are submitted under this paragraph, reasonably require.

(2) No works comprising any part of the authorised development which would have an effect on the operations or access to any land owned by NTL, NTLL, NTL SL and NTR are to be commenced until the works details in respect of those works submitted under sub-paragraph (1) have been approved by the NT Group.

(3) Any approval of the NT Group under sub-paragraph (2) must be given in respect of NTL, NTLL, NTL SL and NTR, and must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as the NT Group may require to be made for them to have reasonable access with or without vehicles to the operations and any land owned by NTL, NTLL, NTL SL and NTR. It is reasonable for NTG to withhold consent where the proposed route of the pipeline within the NTL Linkline Corridor would in the NT Group's reasonable opinion prejudice future development on the NTL Estate and in the case of any works proposed within the NTL Linkline Corridor, such reasonable requirements as NTG may require so as not to prejudice future development of the NTL Estate.

(4) The authorised development must be carried out in accordance with the works details approved under sub-paragraph (2) and any requirements imposed on the approval under sub-paragraph (3).

(5) Where there has been a reference to an arbitrator in accordance with article 46 (arbitration) and the arbitrator gives approval for the works details, the authorised development must be carried out in accordance with the approval and conditions contained in the decision of the arbitrator under article 46."

This has been shared and discussed with the Applicant.

NTL remains supportive in principle of the H2 Teesside project and recognises its importance in the energy transition agenda both on Teesside and nationally, which has been expressed more than once to the Applicant. NTL is keen to work with the Applicant to realise its own ambitions for the wider NTL landholding and the re-industrialisation of Teesside whilst ensuring that any interactions between H2 Teesside and the future development of the NTL estate and its infrastructure are suitably managed.

NTL has sought to assist the Applicant in providing draft protective provision which are consistent with those agreed with others.

H2 Teesside has been provided with NTL's revised preferred Protective Provisions.

It is imperative that protective provisions as attached are considered in a meaningful way by the Secretary of State to ensure the current and future operation of NTL facilities and its future development ambitions are not prejudiced.

NTL respectfully request that the Secretary of State considers making the suggested changes to the dDCO at this submission to address the matters raised.

It is crucial to NTL's current operations and future development ambitions that its rights of access and freehold ownership are maintained in the fullest extent possible.

Yours faithfully



Deloitte LLP

Enc

Appendix 1 NTL Revised Preferred Protective Provisions

Appendix 2 NTL Linkline Corridor Plan