

IN THE MATTER OF AN APPLICATION BY NET ZERO TEESIDE
POWER LTD AND NET ZERO NORTH SEA STORAGE LTD FOR A
DEVELOPMENT CONSENT ORDER UNDER THE PLANNING ACT
2008

AND IN THE MATTER OF A DRAFT ORDER FOR
THE NET ZERO TEESIDE PROJECT

AND IN THE MATTER OF THE NORTH TEES GROUP

**DEADLINE 11 RESPONSES, ANSWERS TO QUESTIONS
AND SUBMISSIONS**

1. These are the Deadline 11 Responses, answers to questions and submissions on behalf of the North Tees Group.

2. The North Tees Group consists of North Tees Limited (“NTL”), North Tees Land Limited (“NTLL”) and North Tees Rail Limited (“NTRL”). The identifier North Tees Group (“NTG”) shall mean one or more of these companies unless the context provides otherwise.

Background and context

Land owned by the North Tees Group

3. The lands affected by the compulsory acquisition and temporary possession proposals are as follows. The three companies concerned, and the respective plot numbers, are:

- (1) North Tees Ltd: plot nos. 81-83, 120-121, 124, 124a, 124b and 124d; temporary possession rights are sought over plot nos.124a and 124b, and New Rights in perpetuity over the remainder;
- (2) North Tees Rail Ltd: plot nos.84-88, over which New Rights in perpetuity are sought;
- (3) North Tees Land Ltd: plot nos.119, 128 and 128a, New Rights in perpetuity are sought over the first two plots and temporary possession over the last one.

The above plots are part of NTG’s Pipeline Corridor (“the Pipeline Corridor”).

4. The freehold is owned by the respective companies in all plots other than plots 84-86, where North Tees Rail Ltd have a lease for a term of 250 years from 31 January 2018. The Pipeline Corridor is subject to an easement in favour of Sembcorp dated 31st December 1998 (“the Easement”). Under the Easement Sembcorp have certain “Specified Rights” defined in schedule 1. Further details of NTG’s ownership extensive rights in relation to the Pipeline Corridor are addressed below.

5. NTG is the owner of some 600 acres of land adjoining the Pipeline Corridor suitable for and expected to be used by the chemical industry the extent of which is shown on the attached Plan at Annex 1 (“the Adjoining Land”). This land was seen by ExA on the Accompanied Site Inspection (“ASI”), Thursday 20th October 2022. Any significant interference or obstruction of NTG’s interests in the Pipeline Corridor could seriously adversely affect NTG’s Adjoining Land and the ability to bring it forward for development and the creation of jobs and enterprises. The Adjoining Land has the benefit of rights to lay services in the North Tees Pipeline Corridor. NTG’s ability to grant rights and provide a high degree of confidence to new developers/inward investors is critical to any developer’s due diligence process. By way of example, NTG has previously attracted enterprises such as Air Products that invested \$1.25bn on a 40-acre plot and laid numerous services in the North Tees Pipeline Corridor. The dDCO will unnecessarily change development prospects of NTG’s Adjoining Land on North Tees for *potential* development projects.

Record of representations by NTG

6. Responses at RR-016, RR-022, RR-028, REP1-032, REP1-051, REP2-010-011, REP2-070 and 070a, REP5-035-036, REP6-138, REP7-004-005, REP7-014, REP9-031. Position Statements dated 15th October 2022 at AS-207, AS-208.

7. The following is in response to the ExA written questions and requests for information (ExQ3) Issued on 13 October 2022.

7.1 CA.3.1

Are any APs aware of any further inaccuracies in the Book of Reference (BoR) [REP6-007], Statement of Reasons (SoR) [REP6-009] or Land Plans [REP6-014]? If so, please set out what these are and provide the correct details.

- i. As per NTG's oral submission as part of the CAH3, 19th October 2022, REP7-004 (Statement of Common Ground "SoCG"), NTG stated, the land plan, Appendix A1 was missing from the Examination Library. The Applicant stated during the Hearing that it was never supposed to be in the SoCG and it was a tracking error from a previous version. NTG's view is that statement was incorrect. NTG's view is that the submission REP7-004 by the Applicant was not complete and the omission of the plan was not agreed.

- ii. Following the ASI; the Applicant later agreed in writing that the submitted version, REP7-004 was incorrect and not agreed between the parties. This raised an important point. In the agreed plan that had been omitted by the Applicant in REP7-004, the principle of removing all crossing points to the access track was agreed. Please see Annex 2 – “Appendix A1 of the REP7-004 SoCG”, which should have been provided by the Applicant as part of the Deadline 7 submission. Please note NTG agree with the principle of removing rights across crossing points *only* on this plan.
- iii. Annex 2 indicates an acceptance of a need for existing access routes to communicate with the Pipeline Corridor, which they cannot as the strip of land in plot 124b is now subject to TP, which excludes NTG from entering. The Applicant’s answer to this at the CAH3 hearing was that the problem would be covered by the protective provisions in schedule 12 to the dDCO (REP8-003) at Part 26. The current Part 26 protects NTG’s land adjoining the Order limits not the land within those limits (see below for protective provisions).
- iv. NTG has been very surprised by the lack of positive engagement by the Applicant in resolving the many issues it has raised. In the Statement of Common Ground (REP7-004), NTG understood that it had been agreed with the Applicant that it would remove crossing points between the various access to the south of the Pipeline Corridor from TP, and this was partly reflected in the plan to REP7-004, see Annex 2. That plan was omitted from REP7-004 at the time of the CAH3, with the Applicant’s explanation that the plan was not intended to be there by reason of tracking. Since that date the Applicant has accepted that that omission should not have been made and the plan should be part of REP7-004. Please see Annex 5 highlighting the crossing points onto Plot 124b that should be removed from TP.

- v. Following the ASI, the ExA should now be aware that the 70m wide rights sought are wholly excessive and inappropriate to lay a 0.55m carbon dioxide pipe.
- vi. Finally, the Applicants' latest position is that the land plans will not be updated and NTG should rely upon the Protective Provisions within the DCO. NTG's view is that is wholly unnecessary to have TP powers over inappropriate areas such as crossing points.

7.2 CA.3.8

All APs are asked to provide an update on the negotiations regarding the acquisition of plots where there were concerns regarding the operational viability for the current users. Indicate whether these are likely to be successfully concluded before the close of the Examination and if so whether the objection to Compulsory Acquisition (CA) and/or Temporary Possession (TP) of these plots is likely to be withdrawn before the close of the Examination.

- i. NTG will be unable to reach a legally binding agreement with the Applicant before the close of the Examination due solely to the Applicant's unreasonable delays.
- ii. Progress on the part of the Applicant may suggest that it was not negotiating in good faith to reach a voluntary agreement within the Examination timetable. NTG invite the ExA to have regard to the apparent lack of commitment to reach voluntary agreements with the 17 various landowners given both the severe lack of progress with all landowners and the basic fact that NTG (and many other landowners) have been in discussions for close to 2 years with little to no progress made. At every Hearing and Deadline,

the Applicant has repeatedly delayed the milestones and progress achieved and seemingly the goalposts continually change.

- iii. NTG noted at CAH3 that the Applicant stated many voluntary agreements would be reached “shortly after the close of Examination
- iv. NTG remains hopeful that the Applicant will provide a detailed written response to REP2-070a.
- v. The corridor for New Rights that concerns, inter alia, plot nos. 81-88, 119-121, 124, 124d and 128 is of a varying width of about 70 metres comprising a zone allocated for existing and proposed pipes and services (circa 30m in width) (“the Pipe Zone”) as identified on the plans submitted by NTG in REP7-005 at Deadline 7 and an essential vehicular access/service route along the southern side of the Pipe Zone (“the Access Road”) contained within plot nos. 120, 121, 124, 124d, 128, 81, 82, 83, 85 and 87. The Pipe Zone contains a number of existing pipes laid and installed under easements exercisable over land owned and in respect of plots 84-86 only, leased by NTG. It is believed that Works No.6 will involve the installation of a pipe of about 550mm diameter (which the Applicant has accepted can be positioned in a 1000mm wide easement strip within the Pipe Zone, which will not require any New Rights in perpetuity over the whole width of that corridor as provided for in article 25 of, and schedule 7 to, the dDCO (REP8-003).

Action point 15, ISH5: clarification of the extent of NTG's ownership within order limits.

8. NTG, through its constituent companies, is the freehold owner of the North Tees Pipeline Corridor. NTG retain legal possession of the Pipeline Corridor and some of the assets and infrastructure within it. NTG has the control over, and may lay, subject to conditions, new apparatus laid within the North Tees Pipeline Corridor

9. The Pipeline Corridor is subject to an easement in favour of Sembcorp dated 31st December 1998 ("the Easement"). Under the Easement Sembcorp have certain "Specified Rights" defined in schedule 1, as attached at Annex 3. Further, under the terms of the Easement the parties expressly acknowledged that certain apparatus was owned by the grantee and other apparatus was owned by the grantor. Sembcorp hold a lease for a term expiring on 31 December 2048 from NTG of parts of plots 119-120 and the whole of 121. Subject only to these Sembcorp easement and leasehold rights, NTG retains legal possession of the corridor, all apparatus and structures not owned by Sembcorp, and with all the related responsibilities of an owner in possession of land used as a Pipeline Corridor serving a number of chemical industries. It is NTG that has control of what additional apparatus may be laid in the Pipeline Corridor. Subject to certain conditions in the easement, NTG has a right to lay additional pipes and structures within the corridor.

10. At various positions there are culverts running under the Pipeline Corridor from one side to the other, two of which are quite large. These were seen by the ExA on the ASI. There are related retaining walls in various positions. There are numerous boreholes for ground water monitoring associated with environmental monitoring and the management of NTG's estate. There are also roads, access tracks, road bridges, road barriers and fencing. In respect of that part of the Pipeline Corridor the subject of the Easement, the previous paragraph above notes the split as to ownership of apparatus as between Sembcorp and NTG. As owner, and through its constituent companies, the party in possession in respect of the Easement area, NTG has supervisory, management and monitoring responsibilities.

NTG's submissions against the use of compulsory acquisition

11. A compelling case must be made for the use of powers of compulsory acquisition (s.122(3) of the Planning Act 2008), and that case has not been made by the Applicant for the extent of the New Rights that are being sought in dDCO (**REP8-003**).

12. NTG now summaries the objections to CA it has so far sustained.

12.1 First, the New Rights sought should not be in perpetuity as it is quite clear in negotiations that the Applicant only wants a 60-year term at the maximum.

12.2 Second, the areas over which both the New Rights and TP powers are sought are larger than necessary. A distinction should be made in the definition of the right sought between those relating to the laying and position of the pipe and those concerned with access for construction and maintenance. A New Rights width of about 70 metres affecting plots nos.81-88, 119-121, 124, 124d and 128 is unnecessary for the proposed pipe of about 550mm in diameter. The Pipe Zone is circa 30m wide and can accommodate the relevant part of Works No.6. New Rights in perpetuity should not include the Access Road as without the Access Road essential maintenance, fire safety and other safety works cannot be carried out to the pipes within the Pipe Zone. No part of the Access Road that falls within plots required for Temporary Rights shall be taken for that purpose. Access is required at all times over the Access Road for emergencies, maintenance, fire safety and other safety purposes, and the under should not have possession as envisaged by Articles 31 and 32 of the dDCO (REP8-003).

12.3 Third, the New Rights sought over plot nos.81 – 88, 120, 121, 124, 124d, and 128 should only be exercised in a way that preserves the use and operation of the rail line within plots 81-88 and access strips in 120, 121, 124, 124d and 128.

12.4 Fourth, if the Applicant intends to lay the pipe under Works No.6 just within the northern and southern boundary of the New Rights affecting plots nos.81-88, 119-121, 124, 124d and 128, there are the following objections. This position will obstruct the necessary service access along the Access Road required to service the existing pipelines corridor. Further, a more suitable position for the proposed pipe would be along the empty centre space within the Pipe Zone. On that basis, New Rights sought over the above plots are too extensive.

12.5 Fifth, the use of powers of CA is totally unnecessary as NTG and the Applicant as part of the voluntary arrangement have agreed that the Applicants can place a pipe within the Pipe Zone area only. It is only the unreasonable delay by the Applicant that has prevented the conclusion of those negotiations.

12.6 Sixth, NTG own in excess of 600 acres of land in the vicinity capable of development: see Annex 1. The current delineation of the New Rights zone will have the practical effect of sterilizing the entire service corridor for investment as developers and investors will have no protection or certainty in relation to the implementation of the DCO. This could render the NTG land holding incapable of development for a period of 5 years and will adversely impact the entire Teesside area as the Pipeline Corridor is a critical service route and the NTG land has been identified as integral to the future development of Teesside. A mechanism for ensuring this does not occur is essential and could easily be achieved by the Applicant reducing the width of the New Rights zone and leaving an unaffected zone for other users to install media. NTG invite the ExA to comment on the potential loss of several hundred job opportunities given the immense degree of uncertainty this wholly unnecessary sterilisation of the North Tees Pipeline Corridor will provide inward investors. NTG's view is that the Applicant has not addressed and has grossly underestimated the economic harm and loss of employment that their potential Project will cause. NTG invite the ExA to comment upon the reasons why this potential Project could sterilise the North Tees development land for a period of 5 years due to the simple fact that the Applicant doesn't know where they are going to lay the pipe and does not want to engage in voluntary agreements as per every other pipeline owner.

Temporary Possession

13. The TP rights sought are far larger than necessary in relation to plot nos. 124a, and 128a. In addition:

13.1 Plot nos.124a and 128a contains an active fire water tank, fire water pumps and ancillary equipment for the whole of the North Tees Chemical Works (circa 350 acres), and for obvious safety reasons TP cannot be taken of these plots as access to the fire safety equipment is required at all times. Plots 124a and 128a (combined) are circa 1700 square metres and NTG submits that it cannot foresee a scenario where rights are needed over this area; the area will be sterilised by the taking of TP. A distinction should be made in the definition of the right sought between those relating to the laying and position of the pipe and those concerned with access for construction and maintenance.

13.2 Plot 124b is an area of land south of the Access Road. NTG repeats paragraph 7.2(iv) above relating to its objection to various crossing points being subject to TP. NTG must have unobstructed access across these crossing points at all times for management and safety reasons. The protective provisions at dDCO schedule 12, part 26 do not protect any land of NTG within the Order limits, and are therefore of no assistance.

13.3 The time period for the exercise of TP of land for construction should be specified in Article 31 as the Applicant has advised NTG that a construction period of 4 months is adequate. Other users need access to the land on a regular basis.

Action Point 6 for CAH3 – NTG to provide comments on the Applicants’ Justification of Corridor Widths submission [REP8-051]. Please see the below statements NTG’ representation against the Applicant’s Corridor width justification

14. The Applicant’s justification for the width of the pipeline is REP8-051. This document admits that design is at an early stage (para 2.2.3), and that the proposed pipe could be routed anywhere within the existing pipelines/structures and therefore the Applicant needs to maintain the flexibility allowed by the acquisition of new rights within the areas shown on the Land Plans: see para 2.2.6. In summary, REP8-051 accepts that no precise location of the proposed pipe has yet been designed out, that it could go anywhere within the corridor, and that the only reason for the width of the corridor is that it gives the Applicant a choice of where to put the pipeline. That is no engineering or technical justification supporting the case for the full width of New Rights sought (about 70m), as it is quite clear that the whole width of the Pipeline Corridor will not be required for the pipeline. Requiring the whole width because the Applicant is not sure where to put the pipeline cannot justify compulsory acquisition as it shows that there is no compelling case for the whole width.

15. In summary, the Justification of Corridor Widths show that the Applicant does not know where or how they are going to lay the carbon dioxide pipeline and therefore the Applicant seeks CA and TP rights more than what they will ever require to cover any potential eventuality. This approach, after almost 2 years of discussions, is not reasonable or proportionate given the

knock-on consequences for existing and future businesses. Furthermore, the approach is wholly unprecedented for the North Tees Pipeline Corridor

16. The ExA should not treat REP8-051 as an engineering or technical document. Firstly, NTG submits that the author, checker and approver are the same individual. It summarises the level of resource and approach by the Applicant to this Project with regards to and in consideration of other existing businesses. There are numerous engineering consultants that could have been engaged that have laid pipelines in the North Tees Pipeline Corridor recently and will be doing so on other Projects imminently. NTG do not understand why FEED for the precise routing cannot be undertaken to protect current and future businesses.

17. The excessive rights sought by the Applicant will blight and sterilise the established Pipeline Corridor for many years and adversely affect NTG and other occupiers and tenants. The pipeline is an established commercial Pipeline Corridor governed by pre-existing legal documentation the majority of which dates back to 1998 regulating its use of operation and procedures for work where commercial terms can be readily agreed, where there is full engagement by the developer.

18. As per the ASI, there should be obligations put on the Applicant to make the most efficient use of the corridor having regard to its current and future use as an essential pipeline commercial corridor serving the industrial Tees basin. There is ample empty space in the middle of the Pipeline Corridor for a new pipeline.

19. As per the ASI, TP powers should not be authorised for areas such as crossing points to access tracks or where there is existing infrastructure/ pipelines already laid and where emergency equipment is in-situ.

20. The Applicants have provided very little actual engineering justification for the widths selected over each part of the Corridor. Para 2.2.3 of REP8-051 states “The new rights extend from 1m outside the edge of the existing northern access track to 1m outside the edge of the existing southern access track.” NTG submit that in relation to Plot 120 and Plot 119, where there is no southern access track, the Applicant has chosen an additional area of 20m with no justification.

21. There is no specific reference to any existing apparatus in REP8-051. For example, if the ExA can recall from the ASI, that there is a 132kV pylon and overhead cables on Plots 120 and 119. The NTG raise the issue as to why CA powers sought in areas that are simply sterilised from current existing apparatus. The Applicant has not provided any justification or made any reference to such apparatus.

22. NTG has stressed throughout the process that the Applicants should not construct apparatus within the existing access tracks or reduce their width through any modifications. The access tracks cannot be reduced any further and are required to allow emergency access/ egress and for vehicles such as cranes for lifting. NTG has retained throughout the Examination that there should be an alternative right for access purposes and the carte blanche sterilisation of everything approach is unreasonable and unacceptable. There is

no methodology or rationale to support any of the land requirements by the Applicant.

23. As explained to the ExA and stressed during the ASI there has been significant, recent Projects and ones that are imminent where the construction of pipelines have comfortably fitted within the existing pipezone area (such as the central area) without the need for additional, excessive land. NTG does not accept the Applicants' assertion that a large width corridor is necessary for these purposes and submits that the ExA cannot place any reliance on the Applicants' position without further specific justification being provided. It would be helpful if the Applicants could at least reference one site specific piece of apparatus for NTG to comment.

24. NTG notes that Cross Section C (Work No 6) is one of the narrowest sections of the corridor. NTG question why the cross section is not to scale and why the cross section is presented in this manner it is when the Applicant entered onto NTG land to undertake 3D imaging and surveying. These images would be more beneficial to the ExA. The cross section is misrepresentative of the facts and one can only assume the details of the survey have not been provided or presented to the ExA as it would identify there is a clear and reasonable path for the development in the centre space.

25. Absent any specific, detailed and particular explanation to the rights sought, NTG submits that the ExA should conclude that the Applicants have not demonstrated why all the rights sought are necessary.

26. NTG sees no reason why a proportionate and reasonable assessment with due regard to the existing and future apparatus and arrangements in the North Tees Pipeline Corridor cannot be provided following 2 years of discussions.

27. The Applicants intimate that their aim is "to minimise sterilisation of land" for certain parts of the corridor. This pays insufficient regard to the fact that the land affected by the dDCO will be blighted and other development effectively prevented in the interim. In these circumstances, the unnecessary and overly broad inclusion of land within the North Tees Pipeline Corridor within the dDCO powers runs completely contrary to the Applicants stated aim. NTG submit that the ExA should conclude that the Applicant has not produced land plans to minimise sterilisation of land based on representations to date and the ASI.

28. To summarise, it is NTG's submission that the site boundary/ easement area is simply too large and in part, inappropriate. Therefore, the area sterilised is too large, and the extent is excessive for the NZT Project requirements. This can be evidenced from the basic fact that the Applicant has agreed a 1 metre easement in the voluntary agreement. Therefore, the sterilisation is unnecessary and excessive. The rights sought extend well beyond the pipezone and ultimately there has been no engineering or technical justifications given for the proposals and no site-specific considerations as per REP8-051.

**NTG's proposals for protective provisions are at Annex 4 hereto–
Protective Provisions for the Protection of North Tees Limited, North Tees
Rail Limited and North Tees Land Limited.**

29. NTG submits that the ExA should take into account the following factual timeline of events when considering protective provisions:

29.1 Project engagement and Kick Off Meetings held between the Applicant and NTG 8th December 2020.

29.2 First land plans and Heads of Terms circulated from the Applicants agent 22nd February 2020.

29.3 First protective provisions were received by NTG from the Applicant on 16th August 2022.

29.4 A call was subsequently held with the Applicants agent and NTG where NTG stressed the Protective Provisions do not reflect the agreed position in the voluntary agreement or indeed deal with any land within the Order limits. The Applicant stated they would provide a mark-up of the protective provisions in due course.

29.5 A marked up set of protective provisions was received by the Applicant Friday 14th October 2022. Unfortunately, the marked-up document did not reflect anything that was agreed between NTG and the Applicant.

29.6 NTG responded in full on Wednesday 19th October 2022. NTG have sent numerous consistent repeated chasers to have a call/ discussion with the Applicant and have not had commitment to meet even though during the ISH5 on Tuesday 19th October 2022, the Applicant stated they would do so. Please refer to transcript on Examination library.

29.7 As of 26th October 2022, NTG await a response and a commitment to meet from the Applicant.

Protective Provisions

30. Part 26 of Schedule 12 to the dDCO (REP8-003).

31. Until recently NTG advanced their requirements by way of negotiations for an agreement for the grant of an option for rights in favour of the Applicant. As the Applicant unreasonably delayed the negotiations, the requirements as to protective provisions in Part 26 of Schedule 12 to the dDCO (REP8-003) (Part 26) largely emanate from matters so far agreed, or requested, in those negotiations, and in NTG's response to Deadline 6 (REP6-138).

32. NTG's principal objection to Part 26 is that it only offers protection for NTG's land adjoining the Order limits, and not to its land within those limits. The ownership details of the land within the Order limits are set out above, and NTG as the owner in possession requires protection for its land, for which it has significant management and supervisory responsibilities.

33. Part 26 should be amended and/or added to reflect the protective provisions for Sembcorp at Part 16 of schedule 12, as NTG owns the land over which Sembcorp has rights, owns the pipes and structures not owned by Sembcorp and has rights to instal pipes in the Pipeline Corridor.

34. Draft protective provisions sought by NTG based on the precedent at Schedule 12, Part 16 are attached at Annex 4. The Applicants initially refused to comment on these drafts, but on 25 October 2022 at 21:18 hrs they indicated

by email that their solicitors had now received instructions to mark up these drafts.

35. NTG has consistently represented its requirement that accesses should be removed from the Land Plans, and that it requires adequate protective provisions. The Applicant's answer to the request to remove the access points was that NTG should rely on the protective Provisions. However, and for the reasons expressed at AS-208 the provisions at part 26 in their current form totally fail to address NTG's concerns.

Article 8 of the dDCO

36. Article 8 of the dDCO (REP8-003) enables the Applicant to transfer any or all of the benefit of the provisions of the Order to another party, with some exceptions. Article 8 fails to contain any provisions by which the financial standing of any intended transferee may be tested, or any criteria for the same. Any transferee would become bound by the protective provisions in schedule 26 under which there are obligations for works and or indemnities, which obligations would become meaningless if the transferee had inadequate financial standing. NTG submits that some rigorous test of financial standing of an intended transferee should be included in Article 8(8).

37. At the hearing ISH5, the Applicant's answer to the above concern of NTG was that the Applicant would address this point in the drafting. NTG understood this to mean that some financial viability test would be considered

in relation to a party having a section 6 licence for the purposes of Article 8(8)(a)(i). NTG has not received any proposals from the Applicant.

Schedule 2

38. NTG should be a consultee for the purposes of paragraphs 3(7), 16, 25(1) and 32(1) by reason of its ownership and possession of affected land as detailed above.

39. In respect of paragraphs 3(7) and 25(1), NTG should be a consultee together with Sembcorp and STDC as the route and method of installation of the relevant apparatus is critical to NTG and its landholding. Furthermore, permitted preliminary works should not be undertaken until the approval of NTG has been obtained.

40. In respect of paragraph 16, NTG should be a consultee together with the Environment Agency, Sembcorp and STDC. NTG's landholding and the area that is to be subject to the New Rights and Temporary Possession is an industrial area used for petrochemicals. There is consequentially a high risk of environmental issues arising. NTG operates an estate ground water monitoring system and it is essential that it has input with regard to groundwater monitoring, oversight on the installation of any boreholes and ground water monitoring systems as this needs to interlink with their system and/or could cause material disturbance in highly sensitive areas.

41. In respect of paragraph 32, NTG maintain their position that apparatus and infrastructure should not be left in situ when decommissioned. There are significant health and safety and management issues with regard to apparatus remaining in situ. Alternatively, it should only be left in situ where NTG has agreed this position (at NTG's discretion) in respect of its landholding.

In summary

42. NTG submits that the matters above should be taken into account by the ExA in making its recommendation to the Secretary of State, and that the dDCO (**REP8-003**) be amended accordingly.

Falcon Chambers
Falcon Court
London EC4Y 1AA

BARRY DENYER-GREEN

26 October 2022

IN THE MATTER OF AN
APPLICATION FOR A
DEVELOPMENT CONSENT ORDER
UNDER THE PLANNING ACT 2008

AND IN THE MATTER OF A DRAFT
ORDER FOR THE NET ZERO
TEESIDE PROJECT

AND IN THE MATTER OF
NORTH TEES GROUP

**DEADLINE 11 RESPONSES,
ANSWERS TO QUESTIONS
AND SUBMISSIONS**

SINTONS
THE CUBE
BARRACK ROAD
NEWCASTLE UPON TYNE
NE4 6DB
REF Mark Dobbin

SN-5307645_13

ANNEX 2 - Appendix A1 of D7 SoCG



- Key:**
- Rights
 - Temporary
 - Reduction of Rights
 - Plot Removed

Coordinate System: British National Grid
 Projection: Transverse Mercator
 Datum: OSGB 1936

DRAFT
 For Internal Use Only

Interest:
 North Tees Limited & North Tees Land Limited & North Tees Rail Limited

Location:
 Land near Huntsman Drive, Billingham, TS2 1TT

Coords: 452,884 523,521

Scheme Name:
 BPE001 - NetZero Teesside

Drawing Name:
 Information Plan

Drawing No: 204482_PLN_INF0_131.1

Rev	Date	Description
-	25.08.2022	First Issue

UNAPPROVED ISSUE

Approved: AL

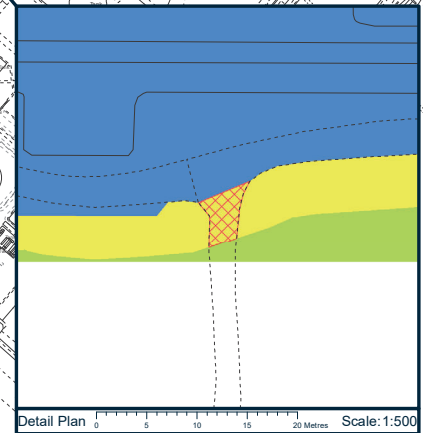
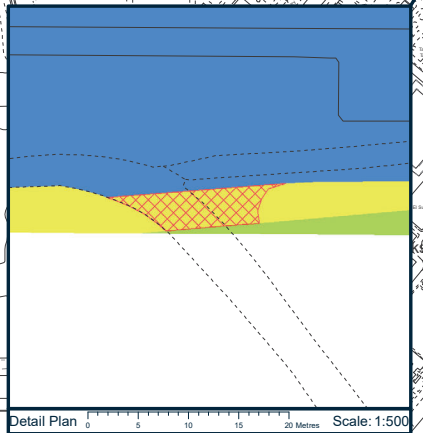
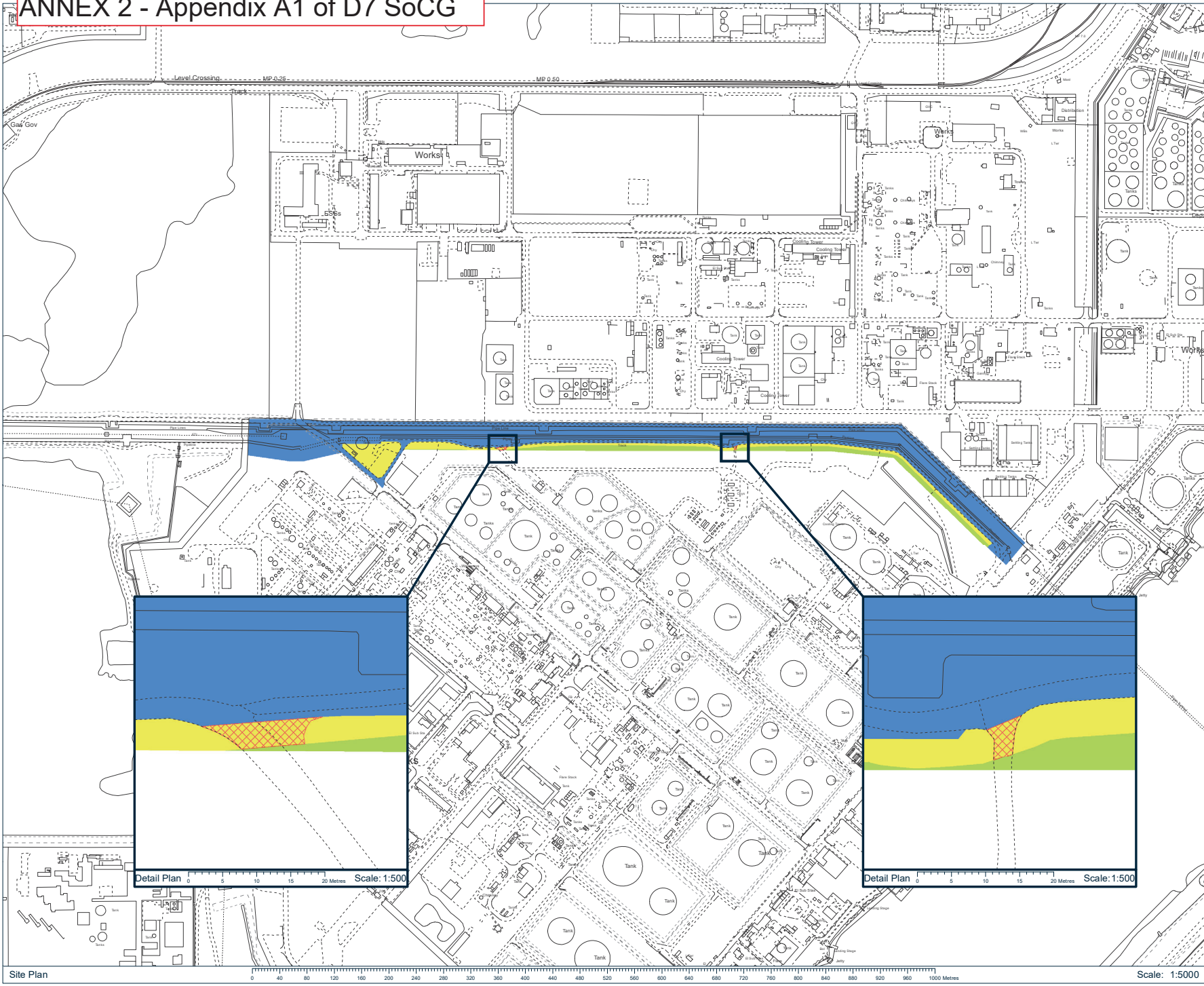
Sheet No: 1 of 1

Sheet Size: A3



Net Zero Teesside

The information contained in this document is confidential and protected by copyright. The user, copying or otherwise to a third party, either wholly or in part, without the written permission of, and in the manner prescribed by SP Exploration Operating Company Limited shall be an infringement of copyright. Dalcour Maclaren does not warrant that this document is free of error and does not accept liability for any loss caused or arising from reliance upon information provided herein. Although our best efforts have been made to ensure the accuracy of these plans, all measurements must be confirmed on site. BASED UPON THE ORIGINATOR SURVEY MAP WITH THE SANCTION OF THE CONTROLLER OF THE STATIONERY OFFICE. CROWN COPYRIGHT RESERVED. © OS LICENCE No: 0100031673



Drawing Location: C:\Users\andrew.macleod\OneDrive\Documents\204482_PLN_INF0_131.1.mxd

ANNEX 3 - Sembcorp Specified Rights

THE FIRST SCHEDULE

THE SPECIFIED RIGHTS

1. Existing Apparatus

The right to maintain in position all Existing Apparatus

2. Right to construct Apparatus and Infrastructure

The right to construct and place Apparatus and Infrastructure over and along the Corridors including the right to construct and place Apparatus on or above any Grantor's Infrastructure

3. Right to maintain New Apparatus

The right (having constructed and placed any New Apparatus in accordance with the provisions of this Deed) to maintain the same in position

4. Rights of Entry

The right for the officers servants and agents of the Grantee at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant apparatus and materials (a) to enter upon the Corridors and so

SLC/WK/DE/123

15

far as is necessary the land immediately adjacent thereto for the purpose of exercising or in connection with the exercise of any of the rights granted to the Grantee by this Deed and temporarily to place on the Corridors and on such immediately adjacent land any such plant apparatus and materials required to be used in connection with the purposes aforesaid and (b) to obtain access to and from the Corridors over such reasonably convenient route or routes on the Grantor's Property as the Grantor shall approve in writing (such approval not be unreasonably withheld or delayed)

5. Right to carry out necessary works

The right to carry out in or on the Corridors such works as may be required for the purpose of laying and constructing New Apparatus and maintaining adjusting altering renewing repairing testing cleansing relaying making safe protecting or removing or replacing any part or parts of the Grantee's Apparatus and/or for the purpose of exercising any other rights granted to the Grantee by this Deed

6. Right of user

The right to use the Grantee's Apparatus for any purpose not for the time being prohibited by law

7. Right of Support

The right to continuous support for the Grantee's Apparatus from the Corridors

8. Right of line walking

The right for the agents and servants of the Grantee at any time and from time to time to enter upon the Corridors for the purposes of walking the line or lines of the Grantee's Apparatus

ANNEX 4 - Schd 12 Part 26 Protective Provisions

Schedule 12

PART 26

FOR THE PROTECTION OF NORTH TEES LIMITED, NORTH TEES RAIL LIMITED AND NORTH TEES LAND LIMITED (“NT GROUP”)

306.

For the protection of NT Group (as defined below) the provisions of this Part have effect for the benefit of owners and operators in NT Group and their successors in title and the NT Group Pipeline Corridor unless otherwise agreed in writing between the undertaker and NT Group.

307.

In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to serve the owner of the apparatus in question in a manner no less efficient than previously;

“apparatus” means mains, pipes, cables, sewers, drains, ditches, watercourses, culverts or other apparatus and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or on land;

“NTL” means North Tees Limited (company number 05378625) whose registered address is The Cube, Barrack Road, Newcastle Upon Tyne, Tyne and Wear NE4 6DB and any successor in title to it;

“NTLL” means North Tees Land Limited (company number 08301212) whose registered address is The Cube, Barrack Road, Newcastle Upon Tyne, Tyne and Wear NE4 6DB and any successor in title to it;

“NTR” means North Tees Rail Limited (company number 10664592) whose registered address is The Cube, Barrack Road, Newcastle Upon Tyne, Tyne and Wear NE4 6DB and any successor in title to it;

“NT Group” means NTL, NTR and NTLL;

“operations” means, for each of NTL, NTR and NTLL the land or property (including all freehold, leasehold, easements, wayleaves, licenses and other rights) vested in NT Group (or any related company whose assets or operations are impacted by the construction, maintenance, operation and decommissioning of the development, including access to and from those operations or activities;

“operator” means any person who is responsible for the construction, operation, use, inspection, adjustment, alteration, repair, maintenance, renewal, removal or replacement of any apparatus or alternative apparatus in the NT Group Pipeline Corridor or has rights to the use of such apparatus or alternative apparatus, but who is not an owner in relation to the NT Group Pipeline Corridor and is not a third party owner or operator;

“owner” means—

- (a) in relation to the NT Group Pipeline Corridor, any person—
 - (i) with an interest in the NT Group Pipeline Corridor;
 - (ii) with rights in, on, under or over the NT Group Pipeline Corridor; or
 - (iii) with apparatus in, on or under the NT Group Pipeline Corridor;but who is not a third party owner or operator;

“the NT Group operations” means—

- (a) the activities and functions carried on by NT Group in the NT Group Pipeline Corridor (including in relation to any access routes and laydown spaces associated with them or it);
- (b) other pipes and apparatus (including access routes and laydown spaces associated with such pipes and apparatus) operated—
 - (i) by NT Group; or
 - (ii) by any owner or operator within the NT Group Pipeline Corridor.

“NT Group Pipeline Corridor” means the infrastructure corridor owned, managed and operated by the NT Group shown edged [x] (being plot numbers X, Y, Z) on the NT Group Pipeline Corridor protective provisions supporting plans;

“The NT Group Pipeline Corridor protective provisions supporting plans” means the plans which are certified as the NT Group Pipeline Corridor protective provisions supporting plans by the Secretary of State under article 45[is it 40?] (certification of plans etc) for the purposes of this Order;

“Reasonable and Prudent Constructor ” means a person or body constructing and/or operating or intending to construct and/or operate the authorised development and in doing so (and in the general conduct of its undertaking) exercising a degree of skill, diligence, technical competence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced promoter and/or constructor and/or operator (in substantial compliance with all applicable laws) in the construction and/or operation of the authorised development and/or the carrying out of works and any reference to the standard of a Reasonable and Prudent Constructor shall be a reference to such degree of skill and diligence technical competence prudence and foresight.

“third party owner or operator” means an owner or operator of apparatus other than NT Group and the subject of the protective provisions in Parts 1 to 25 and 27 of this Schedule;

“works details” means—

- (a) plans and sections;
- (b) a method statement describing and including:
 - (i) the exact position of the works;
 - (ii) the level at which the works are proposed to be constructed;
 - (iii) the manner of the works’ construction including details of excavation and positioning etc;
 - (iv) the positioning of all apparatus;
 - (v) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
 - (vi) any intended maintenance regime;
 - (vii) details of the proposed method of working and timing of execution of works;
 - (viii) details of vehicle access routes for construction and operational traffic;
 - (ix) appropriate risk assessments;
 - (x) construction design management; and

- (xi) detailed proposals to avoid any conflict arising as between the authorised development and other works that may be undertaken in the NT Group Pipeline Corridor.
- (c) any further particulars provided in response to a request under paragraph 311.

Separate approvals by third party owners or operators

308.

- (1) Where the undertaker seeks consent from a third party owner or operator the undertaker must provide NT Group with–
 - (a) the same information provided to the third party owner or operator to the extent that it is relevant to the NT Group operations; and
 - (b) a copy of any approval from the third party owner or operator.

Removal of apparatus

309.

- (1) Save for where engineering modifications to existing support apparatus are necessary to accommodate the authorised development, the undertaker shall not exercise its right to remove existing apparatus where adequate space remains within the NT Group Pipeline Corridor to undertake the authorised development,.
- (2) Subject to paragraph 309 (1), if, in exercise of the powers conferred by this Order, the undertaker acquires any estate, interest or right in any land in which any apparatus is placed, the apparatus must not be removed, and any right to maintain the apparatus in the land must not be extinguished, until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of NT Group and equivalent rights for the alternative apparatus have been granted to NT Group and, where relevant, the owner or operator of the apparatus.
- (3) Subject to paragraph 309 (1) if, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used by way of New Rights or otherwise under this Order, the undertaker requires the removal of any apparatus placed in the land, it must give to the owner or operator and NT Group advanced written notice of the requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed; and in that case (or if in consequence of the exercise of any of the powers conferred by this Order NT Group reasonably needs to remove any of its apparatus) the undertaker must afford to the owner or operator and NT Group to its satisfaction the necessary facilities and rights for the construction, adjustment, alteration, use, repair, maintenance, renewal, inspection, removal and replacement of alternative apparatus in other land or of land secured by the undertaker and subsequently for the maintenance of the apparatus.
- (4) Any alternative apparatus to be constructed in land of the undertaker under this Part must be constructed in such manner and in such line or situation as may be agreed between the relevant owner or operator and NT Group and the undertaker or in default of agreement settled by an arbitrator appointed under paragraph 329.
- (5) The owner or operator in question must, after the alternative apparatus to be provided or constructed has been agreed or determined by an arbitrator under paragraph 329 and after the grant to the owner or operator of any such facilities and rights as are referred to in sub-paragraph (2) and after the expiration of any applicable notice period in respect of the works under the Pipelines Safety Regulations 1996, proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under this Part subject to any reasonable directions given to or requirements imposed on that owner or operator by NT Group.
- (6) Notwithstanding sub-paragraph (5), if the undertaker gives notice in writing to the owner or operator in question and NT Group that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being

executed by the owner or operator, must be executed by the undertaker without unnecessary delay to an appropriate standard and in a safe manner.

- (7) If works are executed by the undertaker in accordance with sub-paragraph (6), the owner or operator of the apparatus and NT Group must be notified of the timing of the works and afforded facilities to watch, monitor and inspect the execution of the works.
- (8) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around any apparatus (where the apparatus is laid in a trench) within 3,000 millimetres of the apparatus, without the written agreement of NT Group, such agreement not to be unreasonably withheld.

Alternative apparatus

310.

- (1) Where, in accordance with this Part, the undertaker affords to or secures for an owner or operator and/or NT Group facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted:
 - (a) on such terms and conditions as may be agreed between the undertaker and NT Group or in default of agreement determined by arbitration under paragraph 329;
 - (b) in compliance with all health and safety, environmental and regulatory requirements and relevant industry standards; and
 - (c) in such terms no less favourable as a whole than the terms and conditions which applied to the apparatus to be removed.
- (2) In settling the terms and conditions in respect of alternative apparatus to be constructed in or along the authorised development, the arbitrator must—
 - (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus that may be required to prevent interference with any proposed works of the undertaker; and
 - (b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus constructed in or along the authorised development for which the alternative apparatus is to be substituted.
- (3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator materially worse than the rights enjoyed by them in respect of the apparatus to be removed, the arbitrator must make such provision for the payment of compensation by the undertaker to the owner or operator and NT Group as appears to the arbitrator to be reasonable, having regard to all the circumstances of the particular case.

Consent under this Part in connection with NT Group operations

311. The undertaker must give NT Group not less than 6 months prior written notice of an intention to commence the authorised development on the NT Group Pipeline Corridor and

312.

Before commencing any part of the authorised development:

- (a) which would or may have an effect on the operation or maintenance of the NT Group operations or to any land either within the Order limits or which is adjacent to those limits ; and
- (b) which would or may require access to any land owned or leased by NT Group, including land which is within and/or adjacent to the Order limits.
- (c) in all cases where such works are within 3,000 millimetres of the NT Group Pipeline Corridor,

the undertaker must submit to NT Group the works details for the proposed works and such further particulars as NT Group may, within 60 days from the day on which the works details are submitted under this paragraph, reasonably require.

313. Before exercising any rights to enter onto any land owned or leased by NT Group (including without limitation access to inspect, repair, maintain or alter any apparatus, the erection of temporary enclosures, site security, and the carrying out of any activities which would or may exacerbate or disturb existing contamination (including without limitation ground investigations)) the undertaker must submit to NT Group the works details for the proposed works and reasons for entry and such further particulars as NT Group may, within 20 days from the day on which the works details are submitted under this paragraph, reasonably require. Provided that this paragraph 313 shall not apply to works covered by paragraph 312.

314. The works referred to in paragraph 312 and 313 must not be commenced until the works details in respect of those works submitted under that paragraphs 312 and 313 have been approved by NT Group.

315. Any approval of NT Group required under paragraphs 312 and 313 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as NT Group may require to be made for–

- (a) the continuing safety and operational viability of the NT Group operations;
- (b) the requirement for NT Group and any owner and operator to have reasonable access to the NT Group operations at all times;
- (c) the efficient and economic use of the NT Group Pipeline Corridor by the undertaker; and
- (d) the terms of any legally binding agreement and/or easements entered into by NT Group, or otherwise binding upon NT Group for the use of the NT Group Pipeline Corridor.

316.

- (1) The authorised development must be carried out in accordance with the works details approved under paragraphs 312 and 313 and any requirements imposed on the approval under paragraph 315.
- (2) Where there has been a reference to an arbitrator in accordance with paragraph 329 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 paragraph 329.
- (3) If having obtained approval under paragraphs 312 and or 313, the undertaker does not commence authorised developments with [6] months of date of approval, the undertaker must reapply for approval in accordance with 312 – 315.

Insurance

317.

- (1) Before carrying out any works forming part of the authorised development on any part of the NT Group Pipeline Corridor, the undertaker (or any contractor carrying out such works on behalf of the undertaker) must put in place and thereafter maintain at all times public and third party liability insurance and contamination liability insurance for the authorised development with a reputable insurer in such sum at

an appropriate level, determined by an arbitrator if not agreed to be maintained at all times. (Evidence of that insurance must be provided to NT Group on request.

- (2) Not less than 90 days before carrying out any works forming part of the authorised development on any part of the NT Group Pipeline Corridor or before proposing to change the terms of the insurance policy, the undertaker must notify NT Group of details of the terms or cover of the insurance policy that it proposes to put in place including the proposed level of the cover to be provided.
- (3) The undertaker (or any contractor carrying out such works on behalf of the undertaker) must maintain insurance in relation to works or the use of the authorised development affecting the NT Group Pipeline Corridor during the operation of the authorised development at the level specified in the notice of proposed insurance.
- (4) If there is a dispute in relation to the proposed insurance including the terms or level of cover to be provided, NT Group or the undertaker may refer the matter to arbitration under paragraph 329.

Repair

- 318.** The undertaker shall keep the authorised development in good repair and condition in a manner appropriate to a Reasonable and Prudent Contractor.
- 319.** The undertaker shall remedy at its expense any contamination, migration of contamination or exacerbation of pre-existing contamination caused by the undertaker or in any way attributable to the authorised development to land owned or leased by NT Group or to any adjacent land in compliance with all relevant laws.
- 320.** In carrying out the authorised development, the undertaker shall not install any buildings, let down stations, metering stations on the land owned or leased by NT Group.
- 321.** On decommissioning the authorised development in accordance with Article 32 or if the undertaker abandons the use of the authorised development it shall give written notice within three months of such event occurring and remove (unless NTG specifies otherwise) all apparatus relating to the authorised development from the land owned or leased by NT Group and reinstate the affected land.

Expenses

322.

- (1) Subject to the provisions of this paragraph, the undertaker must pay to the owner or operator in question and NT Group on demand all charges, costs and expenses reasonably and properly incurred by them under this Part in, or in connection with:
 - (a) the approval of works details and any works under this Part;
 - (b) the approval of insurance under this Part;
 - (c) the inspection, removal and relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus or alternative apparatus under any provision of this Part;
 - (d) the cutting off of any apparatus from any other apparatus, or the making safe of any redundant apparatus in consequence of the exercise by the undertaker of any power under this Order;
 - (e) the survey of any land, apparatus or works, the watching, inspection, superintendence and monitoring of works or the installation, alteration, relaying, replacing, decommissioning or removal of any works or temporary works in consequence of the exercise by the undertaker of any power under this Order;
 - (f) the design, project management, supervision and implementation of works;
 - (g) the negotiation and grant of necessary rights for the construction, adjustment, alteration, use, repair, maintenance, renewal, inspection, removal and replacement of alternative apparatus;

- (h) monitoring the effectiveness of any requirements referred to in paragraph 313 and the installation of any additional protective measures reasonably required in order to deal with any deficiency in the expected level of protection afforded by those requirements;
- (i) the service by the undertaker of any notice, plan, section or description;
- (j) obtaining any approvals of NT Group in connection with this Order including this Part 26; and
- (k) costs of maintenance, repair, lighting, cleaning and renewal of any shared items including but without limitation, access roads and tracks, service media, support infrastructure, and groundwater monitoring, provided that this aspect of expenses in subclause (k) shall be a fair and reasonable proportion of the sums incurred by the Grantor.

within a reasonable time of being notified by the person in question that it has incurred such expenses, such notification to be provided by the owner or operator and/or NT Group.

- (2) Where reasonable and practicable, the person to whom the payment is to be made under this paragraph must notify the undertaker of any anticipated expense as outlined in sub-paragraph (1) and provide an estimate of such costs prior to incurring such expense.
- (3) In advance of any payment under sub-paragraph (1) above being made and where reasonably requested by the undertaker, the person to whom the payment is to be made under this paragraph must provide to the undertaker such reasonable evidence of the costs incurred as the undertaker may reasonably request.
- (4) There must be deducted from any sum payable under sub-paragraph (1) (c) the value of any apparatus removed under this Part, that value being calculated after removal:
 - (a) If in accordance with this Part—apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
 - (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

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 an arbitrator under paragraph 329 to be necessary, then, if such placing involves cost in the construction of works under this Part 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 owner or operator in question by virtue of sub-paragraph (1) (c) must be reduced by the amount of that excess.

- (5) In determining whether the placing of apparatus of a type or capacity or of particular dimensions or the placing of apparatus at a particular depth, as the case may be, are necessary under sub-paragraph (5), regard must be had to current health and safety requirements, current design standards, relevant good practice and process design specification.
- (6) For the purposes of sub-paragraph (3)
 - (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
 - (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.
- (7) An amount which apart from this sub-paragraph would be payable to NT Group a person in respect of works by virtue of sub-paragraph (1) must, if it confers a financial benefit on NT Group that person by

deferment of the time for renewal of the apparatus in the ordinary course that person's business practice, be reduced by the amount that represents that benefit.

Indemnity

323.

- (1) Subject to sub-paragraphs (4) and (5), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the use, maintenance or any failure of any of the authorised development 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 it) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence contamination, migration of contamination, exacerbation of existing contamination, and interference with third party rights resulting from any of these works or the exercise of rights in this Order, any damage or loss is caused to NT Group operations or NT Group property, any apparatus or alternative apparatus (other than apparatus, the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or there is any interruption in any service provided, or in the supply of any goods, by an owner or operator or NT Group, or they become liable to pay any amount to any third party, the undertaker must-
 - (a) bear and pay on demand the cost reasonably incurred by NT Group in making good such damage or restoring the service, supply or operations; and
 - (b) indemnify NT Group for any expenses, loss (including loss of profits), demands, proceedings, damages, claims, investigations, charges, actions, orders, awards, judgments, other liabilities and expenses (including legal fees, expenses and fines), penalty or costs incurred by NT Group, by reason or in consequence of any such damage, loss or interruption,
- (2) The fact that any act or thing may have been done by that person on behalf of the undertaker or in accordance with a plan approved by that person or in accordance with any requirement of NT Group as a consequence of the authorised development or under its supervision will not excuse the undertaker from liability under the provisions of this sub- paragraph.
- (3) For the purposes of sub-paragraph (1) NT Group must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker (which shall not be unreasonably withheld or delayed), if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.
- (4) For the purposes of sub-paragraph (1) NT Group must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 323 applies where it is within their reasonable gift and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties is out of their control. If requested to do so by the undertaker, NT Group must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to subparagraph (1).

Participation in community groups

324. Before undertaking any works or exercising any powers in this Order relating to or affecting the NT Group operations, the undertaker must participate in any relevant consultation groups established or co-ordinated by NT Group.

325. Before undertaking any construction works affecting the NT Group operations, where any of these might reasonably be expected to give rise to significantly perceptible effects beyond the Order limits in terms of—

- (a) construction noise and vibration management;
- (b) air quality, including dust emissions;

- (c) waste management;
- (d) traffic management and materials storage on site;
- (e) surface water and groundwater management; or
- (f) artificial light emissions,

the undertaker must participate in any relevant community environmental liaison group that may be established or co-ordinated by NT Group with local residents and businesses.

326. The undertaker must co-operate with NT Group to respond promptly to any complaints raised in relation to the construction or operation of the authorised development or the traffic associated with the authorised development.

327. The undertakers' obligations in paragraphs 311 and 312 are subject to NT Group providing reasonable notice to them of the existence of a relevant consultation group or a relevant community environmental liaison group and reasonable notice of the arrangements for meetings of those groups.

Notice of start and completion of commissioning

328.

- (1) Notice of the intended start of commissioning of the authorised development must be given to NT Group no later than 14 days prior to the date that commissioning is started.
- (2) Notice of the intended date of final commissioning must be given to NT Group no later than fourteen days prior to the date of final commissioning.
- (3) On completion of the construction of authorised development within the NT Group Pipeline Corridor, the undertaker shall reinstate any part of the land owned or leased by NTG which has been affected by the works to the reasonable satisfaction of the undertaker.

Arbitration

329. Any difference or dispute arising between the undertaker and NT Group under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and NT Group be referred to and settled by arbitration in accordance with article 47 (arbitration).

Future use of the NT Group Pipeline Corridor

330.

- (1) The undertaker acknowledges that there are and will be other users from time to time of the NT Group Pipeline Corridor and the undertaker shall cooperate and act reasonably and in good faith at all times to facilitate the future use of the NT Group Pipeline Corridor by owners, operators and NT Group, or other persons that desire to utilise the NT Group Pipeline Corridor.
- (2) The undertaker shall provide NT Group with information requested by NT Group from time to time in relation to the authorised development that NT Group reasonably needs in order to plan the ongoing use and management of the NT Group Pipeline Corridor and the granting of rights within such corridor.

Temporary possession

331. Where the undertaker takes temporary possession of any part of any land owned or leased by NT Group under its rights in this Order, the undertaker shall permit NT Group and its servants and contractors and others authorised to enter such areas to undertake operational activities, maintenance, repair and lay further services without obstruction by the undertaker save for reasonable periods only.

ANNEX 5 - Crossing points edged red on Plot 124b

