



OUR REF T2783.4-01/CWI/FCG  
YOUR REF  
1 November 2022

The Planning Inspectorate  
National Infrastructure Planning  
Temple Quay House  
2 The Square  
Bristol  
BS1 6PN

Dear Planning Inspectorate

**The Proposed Net Zero Teesside Project (EN01003) (the “Project”)  
Deadline 12 Submission**

**1. Introduction**

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- 1.1 As set out in our previous submissions, we act on behalf of Teesside Gas Processing Plant Limited (“**TGPP**”) and Teesside Gas & Liquids Processing (“**TGLP**”) in relation to the development consent application by Net Zero Teesside Power Limited and Net Zero North Sea Storage Limited (together the “**Applicants**”) for the Project (the “**Application**” or the “**DCO**”). TGLP and TGPP’s interests are managed by North Sea Midstream Partners (“**NSMP**”) and they will hereafter be referred to for ease of reading as NSMP.
- 1.2 NSMP strongly support the development of energy transition initiatives and projects at Teesside, including the Project, and their sole concern is ensuring that the Project is constructed and operated in a manner which does not interfere with the facilities and infrastructure owned and operated by the NSMP entities. Our clients have been clear from the outset that they want to work with the Applicants to ensure that their interests are adequately protected by appropriate provisions through contract and through the appropriate drafting of the DCO. We have made progress but unfortunately there are a significant number of outstanding matters which are of material concern to NSMP.

**2. Update**

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- 2.1 As discussed at Issue Specific Hearing 5 (“**ISH5**”) and Compulsory Acquisition Hearing 3 (“**CAH3**”) (REP11-040) NSMP have sought to engage with the Applicants in relation to resolving outstanding issues in relation to the Order. This has involved three broad areas of negotiation involving a Heads of Terms relating to the potential acquisition of rights, protective provisions and a Side Agreement. At the current time, all three matters remain unresolved. Our clients have done everything possible to progress matters, including providing extensive detailed drafting for review by the Applicants and making clear where progress requires the cooperation of third parties to be facilitated by the Applicants. Like other

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parties to the Examination, whilst we have had extensive engagement there appears to be an issue with resolving the detailed drafting which is necessary in order to finalise matters. At the current time, our clients have focused their attention on seeking to resolve the relevant protective provisions and Side Agreement. These are the aspects which bear directly upon matters which the ExA will have to resolve through the Examination process. Our clients are very disappointed by the outturn and the fact that substantive progress has not been made to enable an agreed position between NSMP and the Applicants.

- 2.2 Before going on to suggest our clients' potential solution to these matters, it is perhaps helpful to refer back to our representation REP5-041. Section 2 of that submission sets out the importance of the assets which are owned and managed by NSMP. The Teesside Gas Processing Plant facility (the "Plant") has the capacity to process approximately 10% of the daily UK gas demand. The Plant involves a complex assembly of processing plant and gas pipelines which are of a scale which place it in the upper tier of the COMAH Regulations. Given the scale and importance of the Plant to the UK gas supply and its sensitivity from a health and safety perspective, the Applicants should have from the outset anticipated and sought to resolve as many of NSMP's issues as possible. In particular, given the nature and character of the NSMP operations, the Applicants should have, as a matter of basic principle, sought to minimise the Project's potential interaction and impact on the Plant and on NSMP operations. That did not happen during the initial design of the Project for which consent is sought in terms of the Order. The consequence of that failure is that the Applicants have to face the consequences of seeking to ensure that all risks to the Plant, including health and safety impacts, are effectively covered and managed through mechanisms within the DCO.
- 2.3 As the ExA will appreciate, the issues raised in our representations on behalf of NSMP are primarily ones of a private nature and not ones which can be adequately resolved by public agencies. The consequence of this is that NSMP do not gain significant protection through the requirements that have been drafted within the DCO. The DCO requirements quite properly focus on matters which are regulated by public authorities. NSMP have agreed with the Applicants that they should be a party to some of the requirements given the impact on the Plant and NSMP's operations. However, these requirements address the wider context and do not deal with the very site-specific risks associated with the proposals in proximity to the Plant itself and to pipelines and infrastructure which are integral to the NSMP's operations. Against that background, the only protection that our clients have within the DCO are the protective provisions. As was indicated in our responses, located in both our verbal submissions and written summaries of oral case for ISH5 and CAH3, the current provisions offered by the Applicants are wholly inadequate. It cannot be right that the protection afforded to the owner of such a nationally important facility is restricted to an ability not to consent to works which "will significantly adversely affect" the Plant. Acceptance of controls and protections for NSMP well below that threshold must be planned for and effectively managed.

### **3. Protective Provisions**

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- 3.1 Given that situation, it is now left to the ExA and the Secretary of State to provide sufficient control and protection in terms of the delivery of the works related to the Project. Against that background, we attach to this submission at Appendix 1 the further protective provisions that our clients would invite the ExA to recommend to the Secretary of State. These go well beyond those proposed by the Applicants but, given the current position, are the only way that the Plant and NSMP's operations can be adequately protected against the potential risks posed by the Project. The provisions that have been drafted are comprehensive, but they have been drafted in a way where the conduct of NSMP is required to be reasonable whilst at the same time ensuring that the works are adequately and properly planned. The Applicants are well versed in engaging with plant that is very similar in nature to that which our clients operate. They know the complexities that are involved in managing those operations and ensuring the highest standards of health and safety can be maintained. At the same time, they are also well aware of the commercial issues that arise in operating such substantial and important plant and

facilities and that, as a consequence, those that they appoint to carry out works around them must to be fully aware of the potential risks and that there are potential consequences for the failure in any of their systems. Again, the protective provisions that are proposed are similar in character to conditions which would be imposed upon any other party working in this important and sensitive location.

- 3.2 As set out in our past submissions, both written and oral, the protective provisions as currently drafted in Part 27 of Schedule 12 of the draft DCO (REP8-003) lack the detail necessary and do not come close to addressing NSMP's key concerns in relation to the Project. NSMP would therefore like to highlight the following provisions which are incorporated to NSMP's proposed protective provisions and are required in order to adequately protect NSMP's interests:

Protection of access

- 3.2.1 As set out in NSMP's written submissions to date (REP5-041, REP6-142, REP9-035, REP11-040), NSMP have substantial concerns over potential impacts to the access road to the NSMP site (parts of which road run through plots 108, 103 and 106) and the potential risk to NSMP's ability to maintain safe and continuous operation of its facilities, as well as potential damage to the same. As set out in ISH5 (see also paragraphs 3.1.1 and 3.1.2 of Appendix 1 of REP11-040), under the protective provisions as currently drafted in Part 27 of Schedule 12 of the draft DCO (REP8-003), NSMP are able to withhold authorisation to proposed works only if they will significantly adversely affect the uninterrupted and unimpeded operation, safety and maintenance of, or access to, the NSMP operations. This puts the onus on NSMP to demonstrate that such significant adverse effect would occur. This is a reversal of the proper burden of proof and is not adequate to protect NSMP's interests. This has been appropriately amended in the appended protective provisions so that it is the Applicants' responsibility to examine all potential risks and identify how they are to be managed and mitigated. Additionally, NSMP have inserted a provision which requires the Applicants to submit to NSMP a Construction Traffic Management Plan for approval. Given that the access road which runs through plots 108, 103 and 106 is the sole access road to NSMP's nationally significant site, this is a key required protection for NSMP.
- 3.2.2 NSMP have set out in their previous submissions that under Table 7 in Schedule 7 of the draft DCO as currently drafted, the rights sought over plots 105 and 106 effectively mean that plot 105 could be used for the construction and maintenance of not only works in that plot but also the adjoining land to the east (plots 110,112, 113 and 114) in relation to Work No. 2A and Work No. 2B. This is a clear overreach of rights and goes further than the Applicants need. There is no compelling reason in the public interest for the acquisition of those rights. NSMP have repeatedly raised this point and set out their full explanation and reasoning for this in response to ExQ3 CA 3.5 in Appendix 3 of REP11-040. NSMP's understanding is that the Applicants do not intend to carry out or use the rights in that manner and therefore it is not necessary for the Applicants to take such broad rights over plots 105 and 106. Although NSMP maintain that Schedule 7 should be updated, NSMP have included a provision in the protective provisions appended hereto which allows NSMP to withhold consent for works where access is proposed over plots 106 and 105 other than for the construction of the Work Number 2A within plot 105.

Definition of NSMP operations

- 3.2.3 The definition of NSMP operations under paragraph 312 of the protective provisions in Part 27 of Schedule 12 of the draft DCO is not consistent and does not provide NSMP with adequate protection. We have explained NSMP's reasons for amending this in various past submissions, most recently in our written summary of oral case for ISH5 (see paragraphs 3.1.3 and 3.1.4 of Appendix 1, REP11-040). NSMP's operations rely on rights and infrastructure spread widely around Teesside, which is an area with extensive related and proximate installations and infrastructure. The Project is far-reaching across Teesside and

its design continues to develop. What is clear however is that that works will be conducted not only on but also in close proximity to, and on and by way of roads and areas which provide access to, rights and infrastructure on which NSMP's operations rely. Given the interconnected nature of the area and the still-developing design of the Project, it is crucial that NSMP's operations, wherever they are located in Teesside, are protected from damage and interference as a result of the Project.

#### Indemnity

- 3.2.4 The indemnity protection in the current protective provisions is insufficient. As mentioned in ISH5, if NSMP suffer losses as a result of the proposed works, their primary losses are likely to be economic in nature and therefore not covered by the protective provisions as currently drafted. In terms of the indemnity amount, NSMP acknowledge that the Applicants require a sensible cap on their liability. The figure provided in NSMP's protective provision appended hereto reflects the level of insurance NSMP maintain and is a market standard for companies such as NSMP. The figure has been provided to the Applicants but NSMP are still awaiting confirmation as to whether it is agreed.

#### Definition of NSMP group

- 3.2.5 The definition of NSMP entity needs to be expanded to include affiliates, directors, officers, employees, contractors, representatives and agents, to protect the categories of persons who may actually be affected by the Project. We have sought to address this by including a new definition of "NSMP group" which the Applicant has indicated is not agreed. Drafting indemnity protection to cover an indemnified person's group is industry standard and ensures that the actual heads of loss which may be suffered by NSMP are covered. For instance, people on the ground may not be direct employees of an entity named in the DCO, but of one of its affiliates. As another example, the Plant is operated by a contractor on behalf of NSMP and such contractor and its personnel would not currently be protected under the Applicants' restricted definition.

#### Compulsory Acquisition of rights

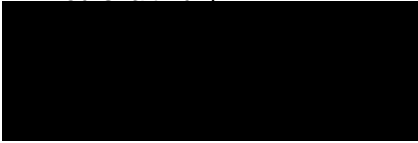
- 3.2.6 Given the complexity of the arrangements here, it is NSMP's position that the Applicants should not have compulsory acquisition rights and instead should have to seek the rights voluntarily, with the usual proviso that such consent will not be unreasonably withheld. We have explained NSMP's reasons for this most recently in our written summary of oral case for ISH5 (see paragraph 3.1.6 of Appendix 1, REP11-040).

#### CATS access

- 3.2.7 A provision has been inserted into the appended protective provisions which requires the Applicants to use all reasonable endeavours to secure a voluntary agreement for access for construction to plots 110, 112, 113 and 114 over the neighbouring leasehold site currently in the ownership of CATS North Sea Limited. NSMP's reasons for including this are set out in paragraphs 2.4 to 2.6 of Appendix 2 of REP11-040. NSMP understand that it is the Applicants' intention to continue their negotiations with CATS North Sea Limited and therefore this provision should not be controversial.
- 3.3 NSMP also understand following discussions with the Applicants that they are going to move several definitions from NSMP's protective provisions into Article 2 of the DCO as these definitions are used elsewhere. Although NSMP agree with this in principle, NSMP note that the definitions which are to be moved are not in agreed form between NSMP and the Applicants. NSMP will comment on these definitions further at Deadline 13 once they have had time to review the changes to the DCO. However, in the meantime, NSMP have updated the appended protective provisions to ensure the correct

definitions are used locally in the protective provisions on the basis that the definitions which are proposed to be moved to Article 2 of the DCO are not agreed between the parties.

Yours faithfully



For and on behalf of Shepherd and Wedderburn LLP

**Appendix 1**

## SCHEDULE 12

### PART 27

#### FOR THE PROTECTION OF TEESSIDE GAS & LIQUIDS PROCESSING AND TEESSIDE GAS PROCESSING PLANT LIMITED

1. For the protection of TGLP and TGPP, the following provisions have effect, unless otherwise agreed in writing between the undertaker and TGLP and TGPP.
2. In this Part of this Schedule—

“affiliates” means, as to a specified party, any other party that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such specified party. For the purposes of this definition, the concept of “control,” when used with respect to any specified party, shall signify the possession of the power to direct the management and policies of such party, whether through the ownership of voting securities or partnership or other ownership interests;

“includes” or “including” shall mean includes without limitation or including without limitation, as applicable;

“losses” means all costs (including costs of enforcement), expenses, liabilities (including any tax liability), direct, indirect or consequential losses, damages (whether in contract or in tort), claims, demands, proceedings or legal costs and judgments suffered, directly or indirectly and whether or not foreseeable, including loss of revenue and profits;

“NGPL” means Northern Gas Processing Limited (Company number 2866642) of Suite 1, 7th Floor 50 Broadway, London, United Kingdom, SW1H 0BL;

“NGPL freehold” means the freehold property registered under Land Registry title number CE160127;

“NSMP group” means the NSMP body and its affiliates and its and their directors, officers, employees, contractors, sub-contractors, representatives and agents;

“NSMP body” means together TGLP, TGPP and NGPL and any successor in title or function to the NSMP activities in whole or in part from time to time. Reference to an NSMP body shall be to one or more of these bodies and reference to NSMP bodies will be to all of the foregoing, as the context admits;

“NSMP activities” means all operations of the NSMP bodies within Teesside from time to time including the ownership and enjoyment of all NSMP benefits and NSMP land and the operation of all energy and other infrastructure at or relating to NSMP land, which currently comprises a plant to process gas from the UK North Sea and the NSMP pipes;

“NSMP pipes” means the low and high pressure pipelines owned and/or operated and/or used by the NSMP bodies and/or over which the NSMP bodies have rights from time to time within Teesside which are used (or have been used or are intended to be used) at various times for the passage of natural gas and/or liquid natural gas and/or other products (including butane, propane and condensate output) and all ancillary apparatus including such works and apparatus properly appurtenant to the pipelines as are specified by section 65(2) (meaning of “pipe-line”) of the Pipe-lines Act 1962;

“NSMP land” means all property owned and/or enjoyed by an NSMP body within Teesside from time to time, including the TGLP freehold and NGPL freehold itself together with the NSMP benefits;

“NSMP requirements” means-

(a) the continuing safety and uninterrupted and unimpeded operation and perpetuation of the NSMP activities;

(b) uninterrupted and unimpeded emergency access with or without vehicles to the NSMP activities and the NSMP pipes; and

(c) the requirement for the NSMP group and its assigns to have at all times during the construction of the authorised development 24 hour unhindered access, utilities and servicing to all parts of the NSMP activities and the NSMP pipes including in relation to access on foot, and with cars, light commercial vehicles and heavy goods vehicles with abnormal loads;

“NSMP benefits” means without limitation all rights, benefits and privileges owned or enjoyed by an NSMP body or in relation to which an NSMP body has a benefit, whether legal, equitable, contractual or otherwise in existence from time to time relating to the NSMP bodies, their business, operations and property including access, utilities, services (including surface water drainage) and all rights relating to the NSMP pipes in each case within Teesside;

“RPI” means the Retail Prices Index published by the Office of National Statistics or in the event RPI is no longer published, such direct successor index as advised by the Office of National Statistics or such replacement index as agreed between the undertaker and the NSMP body;

“TGLP” means Teesside Gas & Liquids Processing (Company number 02767808) of Suite 1, 7th Floor 50 Broadway, London, United Kingdom, SW1H 0BL and any successor in title or function and any successor in title to the TGLP freehold;

“TGLP freehold” means the freehold properties registered under Land Registry title number CE160125 and CE168304, within which plots 105, 106 and 103 are situated;

“TGPP” means Teesside Gas Processing Plant Limited (Company number 05740797) of Suite 1, 7th Floor 50 Broadway, London, United Kingdom, SW1H 0BL; and

“works details” means-

- a) plans and sections and specifications;
- b) a detailed methodology of the proposed method of working including timing of execution of works;
- c) insofar as the works are located on or in the vicinity of the NSMP land or are likely to have a material impact on the NSMP activities, details of the construction team, including contractors, designers, project managers, their appointments and contracts, the level of their financial standing and professional indemnity cover and the details of collateral warranties or third party rights (including, insofar as reasonably applicable given the nature of the works, step-in rights and security) available to the NSMP bodies;
- d) details of vehicle access routes and volume of traffic for construction and operational traffic; and
- e) any further particulars provided in response to a request under paragraph 7.

### **Construction Traffic Management Plan**

3. At least 56 days before commencing any part of the authorised development which would have a potential effect on the access to the NSMP activities the undertaker must submit to the NSMP body a construction traffic management plan setting out how the



undertaker proposes construction traffic in relation to the authorised development would be managed in the vicinity of the NSMP activities with a view to ensuring:

- 1) access for the purposes of the construction of the authorised development is maintained for the undertaker and its employees, contractors and sub-contractors; and
  - 2) the achievement of the NSMP requirements.
4. No works comprising any part of the authorised development which would have a potential effect on the access to the NSMP activities are to be commenced until the construction traffic management plan submitted under paragraph 3 has been approved in writing by the NSMP body.
  5. Any approval of the NSMP body required under paragraph 3 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as the NSMP body may specify in order to achieve the NSMP requirements.
  6. The undertaker must carry out the authorised development in accordance with the construction traffic management plan approved under paragraph 3, or where there has been a reference to an arbitrator in accordance with paragraph 17, any construction traffic management plan approved by the arbitrator.

**Consent under this Part: works details**

7. At least 56 days before commencing any part of the authorised development (whether within the TGLP freehold, within the Order limits or otherwise) which would have a potential effect on the operation, safety or maintenance of or access to the NSMP activities the undertaker must submit to the NSMP body the works details for the proposed works and such further particulars as the NSMP body may, within 28 days from the day on which the works details are submitted under this paragraph, reasonably require.
8. No works comprising any part of the authorised development which would have a potential effect on the operation, safety or maintenance of or access to the NSMP activities are to be commenced until the works details in respect of those works submitted under paragraph 7 have been approved in writing by the NSMP body.
9.
  - 1) Any approval of the NSMP body required under paragraph 7 must not (subject to sub-paragraphs 9(2) and 9(3) below) be unreasonably withheld or delayed but may be given subject to such reasonable requirements as the NSMP body may require to be made for the NSMP requirements.
  - 2) Where the NSMP body can reasonably demonstrate that the authorised development will materially adversely affect the uninterrupted and unimpeded operation, safety and maintenance of, or access to, the NSMP activities it is entitled to withhold its authorisation until the undertaker can demonstrate to the reasonable satisfaction of the NSMP body that the authorised development will not materially adversely affect the uninterrupted and unimpeded operation, safety and maintenance of, or access to, the NSMP activities. A material adverse effect includes any impediment, diminution, restriction or interruption on the NSMP group's access to the TGPP access road which runs across plots 108, 103 and 106.
  - 3) Without limitation, it shall be reasonable for the NSMP body to withhold approval to any works:
    - a. which include physical works on, depositing of materials on or stopping up of plots 108, 103, 106 and 105, which cause or are reasonably likely to

cause any interruption or impediment, even if temporary, to the operation of or access to the NSMP activities; The passage of reasonable construction traffic over those plots (which shall be subject to the approved construction traffic management plan under paragraph 3) shall not in itself constitute ground for the NSMP body to withhold approval under this sub-paragraph 9(3)(a); and/or

- b. which involve any resurfacing or redevelopment of the access road between the TGLP freehold and Seal Sands Road and the continuation of that access road within the TGLP freehold unless a working method has been submitted and approved by the NSMP body which amongst any other requirements of the NSMP body demonstrates access will be continuously maintained and will be no less convenient for the NSMP group; and/or
- c. which require access for construction traffic over the access road between the TGLP freehold and Seal Sands Road and the continuation of that access road within the TGLP freehold, other than:
  - i. over plots 98, 108, 103, 105 and 106 as strictly required for construction of Work Number 2A within plot 105; or
  - ii. over plots 98, 108 and 103 as strictly required for the implementation of Work Number 2 on plots 110, 112, 113 and 114.

in each case subject to the approved construction traffic management plan agreed in accordance with paragraph 3; and/or

- d. which include any construction or laydown area on the TGLP freehold, other than a temporary laydown area within plot 105 for materials required for the construction of the 12m pipeline within plot 105; and/or
- e. which requires the stopping up of Seal Sands Road or the private access road (parts of which runs through plots 103, 106 and 108) either temporarily or permanently; and/or
- f. which include construction works crossing any of the pipelines on which the NSMP body relies for the NSMP activities, where a pipeline crossing agreement has not been agreed on terms reasonably satisfactory to the NSMP body.

- 4) The undertaker must carry out the authorised development in accordance with the works details approved under paragraph 7, and where there has been a reference to an arbitrator in accordance with paragraph 17 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 17.

#### **Compliance with requirements, etc. applying to the NSMP activities**

- 10. The authorised development must be diligently carried out in accordance with the works details approved under paragraph 7 and any requirements imposed on the approval under sub-paragraphs (1) and (4) of paragraph 9.
- 11. The undertaker shall: (i) provide regular written updates and reports as to progress of the works approved under paragraph 7; (ii) give the NSMP body at least five working days' prior written notice of any inspection of practical completion or the relevant works or works package with the right for the NSMP body or its nominated representative to attend such inspection; (iii) shall procure that the party certifying practical completion has reasonable regard to any reasonable representations of the NSMP body or its nominated representative; and (iv) shall procure the remediation of any defects

reasonably identified having regard to the works details approved under this Part at practical completion or being identified within five years of practical completion.

12. If any circumstance arises which causes any interruption to the operation or maintenance of or access to the NSMP activities the undertaker shall procure its immediate remediation.
13. In undertaking any works in relation to the NSMP activities or exercising any rights relating to or affecting the NSMP activities, the undertaker must comply with such conditions, requirements or regulations relating to uninterrupted operation and access, health, safety, security and welfare as are operated in relation to access to or activities in the NSMP activities.
14. For the benefit of NSMP, the undertaker must not exercise the powers granted under this Order so as to hinder or prevent access via the access road between the TGLP freehold and Seal Sands Road and the continuation of that access road within the TGLP freehold.

### **Co-operation**

15. The undertaker and the NSMP body must, in carrying out their obligations in relation to the construction traffic management plan and works details under this part: –
  - 1) co-operate with each other with a view to ensuring-
    - a. the compatibility of the authorised development and the NSMP activities;
    - b. the co-ordination of the construction programming of the authorised development and the NSMP activities; and
    - c. the achievement of the NSMP activities; and
  - 2) use reasonable endeavours to avoid any conflict arising from the carrying out of the authorised development and the NSMP activities, having regard always to the NSMP requirements.

### **Indemnity**

16.
  - 1) Subject to sub-paragraphs 16(2) to 16(6) inclusive, the undertaker shall be liable for, and shall release, indemnify and hold harmless the NSMP group for all losses incurred or suffered by the NSMP group caused by reason or in consequence of the carrying out of any of the works referred to in paragraph 7 or otherwise exercising its rights under this Order.
  - 2) Nothing in sub-paragraph 16(1) imposes any liability on the undertaker with respect to any damage, adverse impact or interruption to the extent that it is directly attributable to the neglect or default of the NSMP group.
  - 3) The fact that any act or thing may have been done by the NSMP group on behalf of the undertaker or in accordance with a plan approved by the NSMP group or in accordance with any requirement of the NSMP group or under its supervision does not, subject to sub-paragraph 16(2), excuse the undertaker from liability under the provisions of sub-paragraph 16(1).
  - 4) The NSMP group must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the undertaker having been given the opportunity to make reasonable representations to the NSMP group.

- 5) The NSMP group must use its reasonable endeavours to mitigate in whole or in part any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 16 applies.
- 6) During the construction phase only of the authorised development, the undertaker's maximum liability under this paragraph 16 shall be £200,000,000 for any one claim, increased on each anniversary of the date of the Order in accordance with the proportionate increase in RPI since the date of the Order.

### **Arbitration**

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

### **CATS Access**

18. The undertaker will use all reasonable endeavours to secure by voluntary agreement access for construction to plots 110, 112, 113 and 114 under this Order over the neighbouring leasehold site currently in the ownership of CATS North Sea Limited (company number 09250798) registered at the Landlord Registry under title number CE118528. In the event that such access is procured, the undertaker shall not exercise the right described at paragraph 9(3)(c.ii) above.

### **Consent**

19.
  - 1) The undertaker shall not exercise the identified powers in relation to the NSMP land without the consent in writing of the owner of that land.
  - 2) Where a person is asked to give consent for the purposes of sub-paragraph (1), the consent must not be unreasonably withheld.
  - 3) If the undertaker considers that consent has been unreasonably withheld, the undertaker may refer the request for consent to an expert appointed under paragraph 17 for determination
  - 4) If an owner or operator fails to respond to a request for consent within 30 days after the day on which the request is made, consent is deemed to have been unreasonably withheld, and the undertaker may refer the request for consent to an expert appointed under paragraph 17 for determination.
  - 5) Except in an emergency, or as otherwise provided in this Part, the undertaker must give at least 30 days' notice of the proposed exercise of the identified powers to affected owners of the NSMP land.
  - 6) In this paragraph, "identified powers" means the powers conferred by the following:-
    - a. article 10 (power to alter layout etc. of streets)
    - b. article 13 (temporary stopping up of streets, public rights of way and access land);
    - c. article 14 (access to works);
    - d. article 17 (discharge of water);
    - e. article 20 (authority to survey and investigate land);

- f. article 22 (compulsory acquisition of land);
- g. article 23 (power to override easements and other rights);
- h. article 25 (compulsory acquisition of rights etc.);
- i. article 26 (private rights);
- j. article 28 (acquisition of subsoil and airspace only);
- k. article 30 (rights under or over streets);
- l. article 31 (temporary use of land for carrying out authorised development);  
and
- m. article 32 (temporary use of land for maintaining the authorised development).