

# Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

## The Port Talbot Steelworks (Power Generation Enhancement) Order

D7RWQ2.01 Applicant's comments on responses to Examining Authority's Second Written Questions

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<b>Author</b>	Pinsent Masons / GVA / AECOM

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## Appendix

Appendix 1 - Minutes of Meeting 27<sup>th</sup> April 2015

## 1.0 Introduction

- 1.1 This document contains the applicant's comments on interested parties' responses to the ExA's second round questions (submitted on 23 April 2015). To assist the ExA, in providing these comments, the applicant has also included comments on other outstanding issues involving interested parties.
- 1.2 This document should be read alongside the Draft Port Talbot Steelworks (Power Generation Enhancement) Order, Revision 4, also submitted at Deadline 7.

## 2.0 National Grid

- 2.1 The applicant has now agreed protective provisions with National Grid. The agreed protective provisions are now included in Revision 4 of the draft DCO, also submitted to the ExA at Deadline 7. The parties are, however, also negotiating the terms of a side agreement, and are close to finalising satisfactory terms. National Grid has informed the applicant that, once this side agreement has been agreed, National Grid will withdraw its representations in respect of the application.

## 3.0 National Resources Wales (NRW)

### *Environmental Permit*

- 3.1 The applicant can provide the ExA with the following update on progress with the environmental permit application. A pre-application meeting on the environmental permit took place on 18 March 2015 and on 23 April 2015 NRW requested that the applicant provided further information on air dispersion and deposition modelling. The applicant is currently completing the preparation of this additional information, and it has therefore not been possible to submit the permit variation prior to Deadline 7. It is the intention that the variation will be submitted the week commencing 11 May 2015. The applicant is hopeful that the application will be duly made before the examination closes.

### *Contaminated Land and Piling Method Statement*

- 3.2 NRW, Neath Port Talbot County Borough Council and the applicant met on 27 April 2015 to discuss any comments on the final factual and interpretative site investigation report as submitted on 7 April 2015 and the summary Detailed Qualitative Risk Assessment (DQRA) which was submitted on 17 April 2015.
- 3.3 The minutes of the meeting are attached at Appendix 1 for the ExA's information.
- 3.4 It has been agreed that, in addition to the preparation of a piling method statement as part of the Noise Management Plan required by Requirement 11 (noise), a piling method risk assessment setting out the method, location of the piling and risk assessment with respect to controlled waters should also be prepared as part of the wider risk assessment needed to discharge Requirement 18 (contaminated land). Wording has been added to requirement 18 of Revision 4 of the draft DCO to reflect this.

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- 3.5 It was agreed at the meeting that the information submitted to NRW and NPTCBC to date is sufficient for NRW and NPTCBC to discharge the first two parts of Requirement 18 upon the DCO being granted (subject to the preparation of an accompanying piling risk assessment).
- 3.6 In addition, both NRW and NPTCBC have informed the applicant they are satisfied with the progress of the site investigation information, risk assessment and remedial options which will follow upon receipt of feedback from NRW and NPTCBC on the summary DQRA.

*Abstraction Hierarchy*

- 3.7 In recent correspondence and meetings, NRW have addressed the issue of a proposed 'abstraction hierarchy' to manage abstractions connected to the proposed development. Such a hierarchy had been discussed at previous examination hearings and the applicant had prepared and circulated a draft abstraction hierarchy to ABP and NRW, in the form of a Memorandum of Understanding.
- 3.8 NRW has since informed the applicant that it considers that water abstractions for the purposes of the proposed development can be controlled effectively through the existing environmental permits, which remain the most effective regulatory method. NRW has confirmed that they remain satisfied that communications about abstractions can continue to be managed via the permitting process and, more informally, through the River Afan Management Group.
- 3.9 NRW state that, while they would not object to the agreement of an abstraction hierarchy between ABP and the applicant (should they consider it appropriate), it is not essential for NRW to ensure compliance with the environmental permit.
- 3.10 The applicant is continuing to negotiate with Associated British Ports (ABP) regarding appropriate protective provisions and these discussion will include consideration of whether the protective provisions should

include provisions in connection with the abstraction hierarchy. See section 4 below.

## 4.0 Associated British Ports (ABP)

### *Introduction*

- 4.1 It has not yet been possible to agree protective provisions with ABP. The parties remain in negotiations with a view to reaching an agreement before the close of the examination and significant progress has been made in the last few days. The applicant will update the Examining Authority (ExA) in due course.
- 4.2 If an agreement with ABP is not possible, the applicant reiterates its position that the preferred protective provisions it submitted to the ExA on 23 April 2015 (at Appendix L of the applicant's response to the ExA's second written questions) are appropriate to address ABP's concerns and should be included within the DCO.
- 4.3 The applicant wishes to comment on a number of points made by ABP in its response to the ExA's second written questions (submitted on 23 April 2015).

### *Existing agreements*

- 4.4 Throughout its written submissions, ABP has referred to existing legal agreements that are in place between the parties and has suggested that its preferred protective provisions (and in particular the proposed abstraction limits) reflect the terms of these agreements. ABP's submissions are not accurate as to the existing provisions in respect of abstraction from the Dock.
- 4.5 The existing agreements are first described by ABP in paragraphs 8.1 and 8.2 of its written representation of 15 January 2015. Paragraph 8.2 states:

*(i) There is in existence a legal agreement authorising the applicant to extract water from the Dock – subject to specific levels of abstraction and this agreement is time limited.*

*(ii) The pumping facility operated by the applicant to extract water from the River Afan feeder channel is constructed on land owned by ABP, the lease for which expires this year and, as with the Dock, express limits are imposed on the amount of water that can be abstracted from the feeder channel. [emphasis added]*

4.6 It is correct that the lease for the pumping facility imposes abstraction limits on the River Afan (dock feeder channel) and these limits are consistent with the abstraction limit proposed in paragraph 2 of ABP's protective provisions. However, it is not correct that the agreement in respect of the Dock specifies levels of abstraction from that source.

4.7 ABP's submissions of 23 April 2015 also refer to these agreements, although the description differs from that previously given. At paragraph 21 ABP states that these agreements:

*provide not just a useful framework for any protective provision going forward but also establish a legal precedent based on the past negotiated and established position of the parties. As noted in the January representations, there is in existence:*

*(i) a legal agreement permitting the applicant to extract unlimited amounts of water from the Dock provided the same volume of water extracted from the Dock is returned to the Dock less and agreed amount which is effectively 'consumed' within the applicant's steel production process. The terms of this agreement are reflected in paragraph 2(1) of the draft protective provision set out below.*

4.8 In paragraph 23, ABP further asserts that "paragraph 2(1) of the draft [ABP] protective provisions reflects the position as currently exists

between ABP and the applicant in the light of the extant legal agreements".

- 4.9 The summary of the existing agreements given by ABP is inaccurate and gives the impression that the net consumption limit of 54.8 megalitres per day which ABP is seeking to impose on the Dock via the protective provisions mirrors a limit which the applicant has already agreed to in the existing legal agreement.
- 4.10 In fact, the existing agreement permitting the applicant to abstract water from the Dock (dated 15 May 1996) contains no limit on the amount of water that can be abstracted from the Dock either in the form of an absolute limit, or a net consumption limit.
- 4.11 The applicant cannot agree to a net consumption limit from the Dock of 54.8 megalitres per day because this net consumption figure may not be sufficient to meet the operational needs of the steelworks. This net consumption limit would not just relate to the new power plant but would apply to "any other purpose" for which the applicant may require water to be abstracted from the Dock (see paragraph 2(2) of ABP's protective provision. Accordingly, imposing such a net consumption limit of 54.8 megalitres per day could have serious implications for the applicant and could jeopardise the operation of the steelworks.
- 4.12 The fact that additional volumes of water may be abstracted with the consent of ABP (which is not to be unreasonably withheld under paragraph 2(3) of ABP's protective provisions) does not adequately mitigate this risk and the applicant cannot be put in a position in which the effective operation of the steelworks relies upon consent being granted by ABP.

*Reliance on existing contractual arrangements*

- 4.13 ABP's submissions on the significance of the existing legal agreements are contradictory. On the one hand, ABP suggests that the agreements

indicate the importance of ABP being able to control water levels within the Dock (see paragraph 16 of the 23 April submission). On the other, ABP claims it is essential that the protective provisions duplicate the terms of those existing agreements to prevent the applicant from having 'carte blanche to extract water from the Dock' (see paragraph 17 of the 23 April submission).

- 4.14 The existence of enforceable legal agreements which regulate the applicant's abstraction of water from the Dock and the dock feeder channel is a compelling reason why it is neither necessary nor appropriate for the DCO to include protective provisions which impose limits on the amount of water that can be abstracted for the proposed power plant in combination with the wider steelworks.
- 4.15 If consent is granted for the new power plant, this will not give the applicant carte blanche to extract from the Dock as ABP suggests. Not only would any abstraction from the Dock be subject to the limit set out in the water abstraction licence granted by NRW, the terms of the existing agreements would also continue to apply.
- 4.16 The existing agreements between the applicant and ABP contain enforceable legal obligations which govern the relationship between the parties and have been negotiated to protect each party's respective operations. The DCO would not override these agreements. Any water that is abstracted for the power plant from the Dock or the dock feeder channel would be abstracted using the existing physical infrastructure that is located on ABP's land, the use of which is regulated by the existing agreements. Accordingly, the terms of those agreements, including the abstraction limits imposed by the pumping facility lease and the costs provisions in the Dock abstraction licence would continue to apply.
- 4.17 The water that is required for the new power plant is only one aspect of the wider relationship between the steelworks and the Port. The existing

contractual arrangements between the parties are the appropriate mechanism for regulating this wider relationship and ensuring that the steelworks and the Port can co-exist and operate effectively. It is not appropriate for the DCO to include provisions which duplicate selected provisions from these existing contractual arrangements and neither is this necessary to protect ABP's interests.

- 4.18 Protective provisions in the DCO are only required to the extent that the existing contractual arrangements need to be supplemented to ensure ABP's interests are not prejudiced by the new development for which consent is granted in the DCO. The potential risk that has been identified by ABP as a result of the new power plant is a reduction in water levels in the Dock due to increased abstraction from the feeder channel combined with a reduction in the amount of water that is returned to the Dock.
- 4.19 As noted above, the volume of water which the applicant can abstract from the dock feeder channel for the purposes of the new power plant will remain subject to the existing limits set out in the lease of the pumping facility. It is acknowledged that these limits do not currently guarantee that water levels in the Dock will be maintained and it is common ground between the parties that, during dry periods, the Dock water level sometimes has to be supplemented by the use of impounding pumps. This impoundment is carried out under the existing agreement between the parties which requires that the applicant meets the costs of doing so. This arrangement has operated effectively over many years and has enabled both the Port and the steelworks to operate and co-exist effectively.
- 4.20 Imposing a limit on the total net volume of water that the applicant may consume from the Dock for the power plant and 'any other purpose' will not guarantee that water levels within the Dock are maintained. The only way to guarantee this, is to identify a critical water level within the Dock that must not be breached and impose an obligation requiring water to be impounded in the event that the critical level is threatened.

4.21 This is the approach which is adopted by the applicant in its preferred protective provisions and this is considered the most effective way to ensure that the new power plant will not affect the operational integrity of the Dock. The applicant's preferred protective provisions specify a Safety Critical Level of +4.45m AOD within the Dock and a warning level of +4.95m AOD which triggers a requirement for Tata and ABP to liaise and agree the appropriate measures (i.e. carry out impounding etc.) that must be undertaken, having regard to weather forecasts and scheduled vessel movements, to ensure that the safety critical level is not reached.

*Conclusion*

4.22 The applicant fully understands the need for ABP to protect and maintain the operational integrity of the Dock. Indeed, given the steelwork's reliance on the Dock, the applicant has a shared interest in ensuring the proposed power plant does not prejudice the operation of the Dock.

4.23 The applicant is not seeking carte blanche to abstract from the Dock or to circumscribe the existing legal agreements as ABP appears to suggest. On the contrary, the applicant acknowledges that the existing agreements enable ABP to control water levels within the Dock and these agreements will continue to apply to the water abstraction requirements of the new power plant. These agreements (rather than the DCO) provide the most appropriate mechanism for regulating the wider relationship between the Port and the steelworks and the protective provisions proposed by the applicant are sufficient to supplement this existing legal framework to ensure that ABP's interests are protected in relation to the development for which consent would be granted in the DCO.

4.24 Discussions regarding the protective provisions are continuing and the applicant will update the ExA on the outcome in due course.

## 5.0 Network Rail

- 5.1 Further to the update given to the ExA at the hearing on 14 April 2015, the applicant provides the following update.
- 5.2 Negotiations are continuing with Network Rail regarding the agreements to provide for the grant of the necessary rights over the railway line and the protection of Network Rail's infrastructure.
- 5.3 Revised draft agreements were received back from Network Rail's solicitors on 8 May 2015 and these are currently being reviewed by the applicant. The applicant does not anticipate any obstacle to concluding these agreements to the satisfaction of both parties and will keep the ExA updated in this respect.

## 6.0 City & County of Swansea (CCS)

- 6.1 The only area of disagreement between the City and County of Swansea (CCS) and the applicant relates to CCS's request that the applicant signs up to CCS's 'Beyond Bricks and Mortar' (BB&M) initiative (see paragraph 2.1.1.3 of applicant's Response to the Examining Authority's Second Round of Written Questions).
- 6.2 The parties have engaged in discussions on this issue but have not been able to reach agreement. The applicant has recently returned a draft SoCG to CCS for their consideration. This draft SoCG states that Tata and CCS do not agree as to whether the applicant should take part in the BB&M initiative. The applicant does not consider that this position is likely to change before the end of the examination.
- 6.3 The applicant considers that the BB&M initiative is not appropriate for the proposed development for the following reasons:
- 6.3.1 CCS is not the 'host' authority for the DCO application and the host authority is not calling for the same measures.
  - 6.3.2 Should any such initiative be required, this would need to be coordinated with NPTCBC as the host authority as any employment and procurement opportunities from the host authority must be the key objective of the scheme.
  - 6.3.3 The BB&M initiative is aimed at 'physical regeneration' projects. The proposed development is not a regeneration project.
  - 6.3.4 The applicant already carries out various measures to recruit and procure from the local area and clearly contributes massively to local employment and the economy:
    - (a) As the largest private sector employer in the region, Tata Steel makes a significant contribution to the local

economy. Many of its employees are recruited locally, and because of this, Tata takes an active role in helping local schools to educate and inspire their pupils;

- (b) Tata Steel contributes about £3.2bn to the Welsh economy, and is currently procuring more materials/services from the local supply chain than has been the case historically. Within the Port Talbot site itself, there is a large community of local businesses who have a symbiotic relationship with Tata. In this light, the Steelworks could best be described as a community rather than just one company with one workforce. Tata Steel estimates that its on-going spend with local companies will amount to millions of pounds, with these figures increasing exponentially when a major engineering project is undertaken on site, for example, when the £185m Blast Furnace 4 construction project was taking place, approximately 70 firms were involved, many of which were drawn from the local area (or based themselves in the area for the duration of their part of the project).
- (c) In terms of recruitment, Tata is currently recruiting over 100 new "Talent" (ie: apprentices, trainees and graduates) employees this year, with around 70% of these being apprentices (who are typically are young people from the local area).
- (d) Tata Steel also has an established relationship with Swansea University (and other local HES establishments), and has employed a number of highly qualified engineers from the university. Equally, Tata's research and development work with Swansea University has led to some highly prominent innovations

which have raised the University's profile. For example, the development consortium SPECIFIC - which is directly associated with the new university campus - is developing functional coatings such as photovoltaic materials (which generate, store and transport energy). A further example is a research project known as ACCOMPLISH which is researching the use of naturally-occurring algae to consume by-product CO<sub>2</sub>.

6.3.5 Tata Steel is already committed to harmonising commercial success with the well-being of our employees and the community and as such is involved in a number of education, health and sports initiatives. The business has a well-established heritage of engagement in the local community which can be traced back consistently to the establishment of the steelworks in its current form in the early 1950s. Tata Steel's current community relations activity is based around 4 themes,

- (a) Education & Learning
- (b) Health and Wellbeing
- (c) Environment
- (d) Community Support

6.3.6 Tata Steel's subsidiary UK Steel Enterprise (UKSE) has existed as a body devoted to regeneration around existing and former British Steel / Corus / Tata Steel sites. Since foundation in 1975, some 76,000 jobs have been created UK-wide and some 6,000 companies created - many hosted on regenerated sites. The Welsh region of UKSE has been particularly active, investing some £24m into businesses here. UKSE is an autonomous body closely associated with Tata Steel. Its track

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record makes it one of the UK's leading specialists in regeneration projects: any work Tata Steel carries out in regeneration is likely to be pursued building on the expertise and past success of UKSE. Full information about UKSE can be found on: [www.uksteelenterprise.co.uk](http://www.uksteelenterprise.co.uk)

- 6.4 As demonstrated above, the applicant already makes significant contributions to the local area, including in relation to employment and training. The applicant does not therefore consider it necessary to sign up to the BB&M initiative on top of the work it already does, preferring to focus on its existing programmes which are bespoke to Tata's work in Port Talbot. Many of the aims and objectives of the BB&M initiative are already addressed through the applicant's standard recruitment and procurement practices, together with its extensive involvement in the local community.

## 7.0 Neath Port Talbot County Borough Council (NPTCBC)

### *Contaminated Land*

7.1 Please see sections 3.3 - 3.8 for the summary of a meeting between NRW, NPTCBC and the applicant on the 27 April 2015.

7.2 NPTCBC has confirmed to the applicant that it is happy with the amended wording at requirement 18.

### *Article 30 (previously article 26) and Schedule 5 (Procedure for discharge of requirements)*

7.3 The applicant believes that the exact procedure for the discharge of requirements at Schedule 5 is the only outstanding issue between NPTCBC and the applicant. Agreement of Schedule 5 is subject to the completion of a planning performance agreement between NPTCBC and the applicant, which the parties continue to discuss. The parties are moving towards agreement on this matter and the applicant will update the ExA as soon as this is agreed.

7.4 As explained in the applicant's response to the ExA's second written questions (Q. 2.4.9) the applicant proposes to enter into an agreement with NPTCBC regarding the discharge of requirements. As a consequence, the applicant amended Schedule 5 to the DCO to be consistent with this agreement and to reflect the timescales that are being agreed for the determination of applications to discharge the requirements. These amendments were made to Revision 3 of the DCO (submitted on 23 April 2015). No further changes have been made to these provisions in Revision 4 of the DCO. Subject to the agreement being entered into, NPTCBC has confirmed that the revisions to Schedule 5 are acceptable. This is confirmed in the draft SOCG between the parties that is submitted at Deadline 7.

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## 8.0 Welsh Government

- 8.1 The applicant is awaiting a response to its letter to the Welsh Government dated 10 April 2015 in respect of rights belonging to the Welsh Government which affect part of the land within the Order limits (see paragraphs 14 to 20 of the applicant's on the revised Book of Reference submitted to the ExA on 23 April 2015. Doc. ref. EN4.03 Rev 1).
- 8.2 The applicant understands that the matter is being progressed internally within the Welsh Government and expects to be able to update the ExA before the close of the examination.

The Port Talbot Steelworks (Power Generation Enhancement)  
Order

**D7RWQ2.01** Applicant's comments on  
responses to Examining Authority's  
Second Written Questions

Appendix 1: Minutes of Meeting 27 April 2015

Meeting Title: **Meeting to discuss Final Factual & Interpretative Geo-environmental Report and Summary DQRA**

Project: **Port Talbot Power Generation Enhancement DCO** Date held: **27/04/2015**

Location: **The Quays, NPTCBC Offices** Time: **1.30pm**

Attendees:	Catherine Anderson (AECOM) Paul Coleman (NPTCBC) Leah Clark (NPTCBC) Louise Edwards (NRW) Joanne Fitton (NRW) Pau Tilley (ESG) Adam Putt (ESG) Dan Mallett (ESG) Peter Hunt (Tata Steel)
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No.	Item	
<b>1.</b>	<b>Introductions</b> CA provided an update to the status of the project and the DCO examination	
<b>2</b>	<b>NRW Comments on Reports</b>	
2.1	JF confirmed that in terms of Requirement 18 that the desk study and site investigation elements could be discharged. It may be preferable for there to be some reference in the SI report to refer to the historical maps in the desk study just for consistency but that she was happy with the information submitted in relation to this Requirement.	
2.2	JF confirmed that the water sampling methodology and samples collected was good	
2.3	JF questioned the risk assessment for naphthalene and whether there was a decimal point in the wrong place	ESG
2.4	CA asked about whether an environmental permit would be required for dewatering for remediation and the construction phase.	
2.5	JF and LE stated that NRW would confirm the appropriate consenting procedure for the dewatering activity. Its likely that a Section 32 and environmental permit will be required but that the eventual contractor would then use their own Mobile Treatment License (MTL) for any treatment.	NRW
2.6	JF stated that based on current knowledge within the reports, the limits set out in the DQRA summary seem ok but that there would need to be a full review of all the risk assessments and that she would be asking for internal resource to review them all. In addition its likely that the situation may change as soon as ground works start as unknown contaminants may be found. JF continued to say that the principles behind the risk assessment are explained well but that there would need to be some further justification to use 250m limit over 50m limit. This may be due to the fact that the groundwater contamination is coming from offsite.	
2.7	JF accepted the principle of the derivation remedial targets used by ESG but needed time to assess the models in more detail. NRW accepted that some remedial targets may therefore be lower than is reasonably practical or subject to a cost benefit and therefore would accept arguments. It was discussed that groundwater and soil would only be treated to be mitigate contaminated risks	

where it was encountered by the site preparation works as opposed to site wide – therefore derived remedial targets would be for soil and water arisings only and water treatment verification would be by discharge monitoring and control.

2.8 JF advised that the remedial options will have to consider not only the environmental but also whether it will be achievable, sustainable and fit for purpose.

2.9 The restricted access due to the sewer easement and other infrastructure was discussed as this has the potential to affect the extent of remedial works

2.10 NRW agreed that the provision of an onsite laboratory, as suggested by ESG is a proactive and pragmatic approach

### 3 NPTCBC Comments on Reports

3.1 LC confirmed that she also was happy with the desk study and SI reporting elements of Requirement 18 to be discharged and that the contamination seems low risk with respect to risk to human health.

3.2 LC advised that she would like to see the DQRA for asbestos

3.3 AP confirmed that this is covered in the DQRA and that this also includes pipe lagging. The risks from asbestos will be controlled through the removal of any asbestos found by professional and accredited companies.

3.4 LC enquired about the existing stockpile onsite

3.5 AP confirmed that the stockpile was investigated and samples were taken from the middle and at various depths. Therefore this was considered representative. If the material could be reused, this would be used at a lower level, in a deeper excavation if geotechnically suitable.

3.6 PT confirmed that a 6% SOM was used for setting limits for human health assessment

### 4 Next Steps

4.1 AP confirmed that in order to progress the reporting especially the final DQRA and remedial options appraisal, feedback is needed from NRW and NPTCBC on the final report and summary DQRA. This includes gaining feedback from NPTCBC on the asbestos DQRA and marker limits from NRW

4.2 JF confirmed that she will pull in internal resource and review the reports

4.3 DM stated that once feedback has been received, ESG envisage 2-3 weeks for agreeing the targets and then a further 2-3 weeks for the remedial options appraisal

4.4 PT asked NRW if naphthalene should be used as the marker for PAHs

4.5 JF agreed that naphthalene could be used as the marker compound based on what has been uncovered to date. We recommended an iterative approach to both the conceptual site model and the risk assessment, dependent on discoveries on breaking ground on site.

4.6 CA confirmed that the remedial options appraisal would consider all elements such as cost benefit and proximity to the Afon Valley Trunk Main

4.7 CA then asked if NRW and NPTCBC are happy with the progress and if so, could the piling risk assessment remain within Requirement 18 to be discharged as we work through the remedial options. In addition once the piling method/s are confirmed then any noise and dust mitigation required would then be covered by the Noise Management Plan and Dust Management Plan currently

# Record of Meeting



4.8 covered in Requirement 12 of the DCO.  
NRW and NPTCBC agreed to this approach

End of meeting

**ESG Contact Details**

[Adam.Putt@esg.co.uk](mailto:Adam.Putt@esg.co.uk) / +44 (0)1656 646588 / +44 (0)7827 954164

[Daniel.Mallett@esg.co.uk](mailto:Daniel.Mallett@esg.co.uk) / +44 (0)1283 554402 / +44 (0)7764 835231

[Paul.Tilley@esg.co.uk](mailto:Paul.Tilley@esg.co.uk)