

**From:** [REDACTED]  
**To:** [Immingham OCGT](#)  
**Cc:** [REDACTED]  
**Subject:** VPI OCGT - EN010097 - agreed statement between the Applicant and Phillips 66 [PM-AC.FID3422141]  
**Date:** 06 February 2020 22:13:29  
**Attachments:** [REDACTED] E

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Dear Sir/Madam

Please see attached statement, signed and jointly submitted by the Applicant and Phillips 66 Limited. This has been signed after the Applicant finalised its Deadline 7 submissions (separately issued by DWD), and supersedes the position reported in those as regards negotiations between these parties.

Phillips 66's solicitors are copied in, to confirm that the attached is agreed.

Yours sincerely

Nick McDonald  
Legal Director  
for Pinsent Masons LLP

[REDACTED]

[REDACTED]  
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**VPI OCGT – JOINT STATEMENT BETWEEN THE APPLICANT AND PHILLIPS 66 LIMITED**

This is an agreed statement between VPI Immingham B Limited ("the Applicant") and Phillips 66 Limited ("P66") (together "the Parties"), provided to the Examining Authority at Deadline 7 in order to provide an update on the discussions between the Parties.

1. The Parties have agreed the form of the contracts which are proposed to be entered into between them ("the Agreements"). The Agreements comprise the documents required to enable the Applicant to acquire from P66 the interests in land it requires to construct and operate the Project ("the Property Agreements"), as well as a Compromise Agreement to provide for other relevant matters (such as compensation, the Parties' obligations in relation to the DCO application, and agreed amendments to the DCO).
2. As the Property Agreements will provide for variations to existing leases held by VPI Immingham LLP the consent of its lender is required. VPI Immingham LLP is seeking such consent. The Parties fully intend to execute and complete the Agreements as soon as lender consent has been obtained. This will be after the end of the examination.
3. In the meantime the Applicant is maintaining its request for compulsory acquisition powers over P66's land, and P66 is maintaining its objection to that request. The Parties' positions are set out in their respective submissions to the Examining Authority.
4. The Compromise Agreement includes the form of agreed amendments to the draft DCO, including changes which serve to remove P66's interests from the ambit of the compulsory acquisition powers. As the Applicant is maintaining its request for compulsory acquisition powers until the Agreements are completed, the Draft DCO submitted at Deadline 7 does not include the changes agreed between the Parties. In order to allow them to be considered by the Examining Authority / Secretary of State and included in the DCO (if to be granted), the changes are attached to this statement at Appendix 1.
5. Also attached (at Appendix 2) are the protective provisions which are agreed between the Parties as being those which should be included in the DCO in the event that (as expected) the Agreements are completed. These are the provisions referred to in submissions as the 'old' protective provisions (not including the terms relating to the protection of the Humber Oil Refinery proposed by the Applicant).
6. The Parties will update the Secretary of State on the position as soon as possible and by 9 March 2020 at the latest.

**VPI B Immingham Limited**


Name of Authorised Signatory:

  
6.2.20

*Pinsent Masons LLP*

**Burges Salmon (signing on behalf of Phillips 66 Limited)**

Name of Authorised Signatory:

  
6.2.20

*Burges Salmon LLP*

**APPENDIX 1 – CHANGES TO THE DRAFT DCO AGREED BETWEEN THE PARTIES  
SUBJECT TO PROPERTY AGREEMENTS BEING ENTERED INTO**

1. AMENDMENTS TO ARTICLES AND SCHEDULE 6 TO THE DRAFT ORDER

1.1 VPI B will submit an amended form of Draft Order to the Examining Authority with the following changes to articles 2, 21 and 22, Schedule 6, and Part 4 of Schedule 9, (deletions are shown in strike through text and additions in underlined text):

1.1.1 In Article 2:

“HOR” means the Humber Oil Refinery which at the date of this Order is owned and operated by P66;

“P66” means Phillips 66 Limited (Company number 00529086) and any subsequent owner of the pipelines or HOR;

“pipelines” means the 3 pipelines located in the pipeline corridor crossing the Order limits which at the date of this Order are owned and operated by P66 for the passage of multipurpose hydrocarbon fuels and all ancillary apparatus including such works and apparatus properly appurtenant to the pipelines as are specified by section 65(2) of the Pipe-lines Act 1962;

“pipeline corridor” means the corridor of land within which the pipelines are located;

*[Article 2 continues as at present]*

1.1.2 In Article 21:

"21. (1) Subject to paragraph (2), the undertaker may acquire such rights over the Order land or impose such restrictive covenants affecting the Order land as may be required for any purpose for which that land may be acquired under article 18 (compulsory acquisition of land), by creating them as well as acquiring rights already in existence.

(2) In respect of such parts of the Order land that are shown edged red and shaded blue on the land plans, the undertaker may acquire compulsorily the existing rights over land and create and acquire compulsorily the new class of rights and impose the restrictions as described in Table 6 of Schedule 6 (land in which only new rights etc. may be acquired), subject to the terms of Schedule 6.

*[Article 21 continues as at present]*

1.1.3 In Article 22:

*“[Article 22(1) to (9) remain drafted as at present]*

(10) Nothing in paragraphs (1) to (4) of this article applies so as to extinguish, suspend or make unenforceable a private right or restriction over land where the person in or to whom the right or restriction in question is vested, belongs, or benefits is P66.”

1.1.4 In Schedule 6:

"SCHEDULE 6

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

1(1) The powers in article 21 have effect in relation to all interests in the relevant parts of the Order land other than any interest in land owned by P66

Table 5 *[Schedule 6 continues as at present]*

## APPENDIX 2 – PROTECTIVE PROVISIONS AGREED BETWEEN THE PARTIES SUBJECT TO PROPERTY AGREEMENTS BEING ENTERED INTO

### Benefit of protective provisions

36. For the protection of P66, the following provisions, unless otherwise agreed in writing between the undertaker and P66, have effect.

### Interpretation

37. In this Part of this Schedule—

“affected assets” means apparatus owned or operated by P66 on or above ground which in the reasonable opinion of P66 would have the potential to be physically affected by the relevant works;

“apparatus” means any part of the pipelines and includes—

- (a) any structure existing at the time when a particular action is to be taken under this Part of this Schedule in which apparatus is or is to be lodged or which will give access to apparatus;
- (b) any cathodic protection, coating or special wrapping of the apparatus; and
- (c) all ancillary apparatus properly appurtenant to the pipelines, that would be treated as being associated with a pipe or systems of pipes under section 65(2) of the Pipe-Lines Act 1962<sup>(1)</sup>, as if the pipelines were a “pipe-line” in section 65(1) of that Act;

“contamination” means any contamination by hazardous material which harms or damages or otherwise adversely affects or presents a significant risk of harm or damage or other adverse effects or a significant possibility of such harm or damage or other adverse effects to the environment or in relation to controlled waters the presence of substances which cause or are likely to cause pollution of controlled waters;

“controlled waters” has the meaning given to it in Section 104 of the Water Resources Act 1991;

“damage” includes all damage including in relation to a pipeline leakage and the weakening of the mechanical strength of a pipeline;

“engineer” means an engineer appointed by P66 for the purposes of this Order;

“existing gas pipeline” means that part of the existing underground gas pipeline within the Order land which connects the VPI Immingham CHP power station as at the date of this Order, at Rosper Road, near Immingham, to the National Grid Feeder No.9 located to the west of South Killingholme;

“hazardous material” means any substance (whether in solid, liquid or gaseous form) which alone or in combination with others is capable of polluting the environment or capable of causing significant harm to the environment;

“HOR” means the Humber Oil Refinery which at the date of this Order is owned and operated by P66;

“P66” means Phillips 66 Limited (Company number 00529086) and any subsequent owner of the pipelines or HOR;

“P66 address” means the postal address details to be provided pursuant to paragraph 56;

“P66 email” means the email address details to be provided pursuant to paragraph 56;

“P66 land” means any interest in land owned by P66 on the date of this Order and within the Order land;

“pipelines” means the 3 pipelines located in the pipeline corridor crossing the Order limits which at the date of this Order are owned and operated by P66 for the passage of multipurpose hydrocarbon fuels and all ancillary apparatus including such works and apparatus properly appurtenant to the pipelines as are specified by section 65(2) of the Pipe-lines Act 1962;

<sup>(1)</sup> 1962 c.58. Section 65 was amended by section 89(1) of, and paragraphs 1 and 2 Schedule 2 to, the Energy Act 2011 (c.16), S.I. 2000/1937 and S.I. 2011/2305.

“protected land” means such parts of the Order land as fall within the pipeline corridor;

“relevant work” means a work which may have an effect on the operation, maintenance, abandonment of or access to any of the pipelines; and

“works details” means the following—

- (a) a description of the proposed works together with plans and sections of the proposed works where such plans and sections are reasonably required to describe the works concerned or their location;
- (b) details of the undertaker and their principal contractors’ management of change procedures;
- (c) details of the traffic management plan, which plan must include details of vehicle access routes for construction and operational traffic and which must assess the risk from vehicle movements and include safeguards to address identified risks;
- (d) details of the electrical design of the authorised works in sufficient detail to allow an independent specialist to assess whether AC interference from the authorised development may cause damage to any of the pipelines;
- (e) details of the means by which the pipelines can be properly inspected and if necessary repaired during the construction and operation of the authorised development;
- (f) details of the emergency response plan as prepared in consultation with local emergency services and P66;
- (g) details of the assessment and monitoring work to be undertaken both prior to the construction of the authorised development and during the operation of the authorised development to ascertain any change or damage to any pipeline cathodic protection system and the proposed remedial works;
- (h) any further particulars provided in accordance with paragraph 38(3);
- (i) a description of the land upon which the proposed works will be carried out including a written record of the ground conditions of the land and details of any historic land contamination; and
- (j) a description of any trees that will be removed pursuant to the carrying out of the proposed works.

#### **Authorisation of works details affecting pipelines or protected crossings**

38.—(1) Before commencing any part of a relevant work the undertaker must submit the works details to P66 in accordance with paragraph 56.

(2) The works details submitted under sub-paragraph (1) will be treated as having been received by P66 on the date—

- (a) that the undertaker obtains written acknowledgement of receipt from P66; or
- (b) two clear working days following the date that the work details were submitted under sub-paragraph (1),

whichever is earliest.

(3) The undertaker must as soon as reasonably practicable provide such further particulars as P66 may, within 60 days from the receipt of the works details under sub-paragraph (2), reasonably require.

39. No part of a relevant work is to be commenced until one of the following conditions has been satisfied—

- (a) the works details supplied in respect of that relevant work under paragraph 38 have been authorised by P66; or
- (b) the works details supplied in respect of that relevant work under paragraph 38 have been authorised by an expert under paragraph 41(3); or
- (c) authorisation is deemed to have been given in accordance with paragraph 41(1).

40.—(1) Any authorisation by P66 required under paragraph 39(a) must not be unreasonably withheld but may be given subject to such reasonable conditions as P66 may require to be made for—

- (a) the continuing safety and operation or viability of the affected asset; and
- (b) the requirement for P66 to have—
  - (i) uninterrupted and unimpeded emergency access with or without vehicles to the affected asset at all times; and
  - (ii) reasonable access with or without vehicles to inspect, repair, replace and maintain and ensure the continuing safety and operation or viability of the affected asset.

(2) Where P66 can reasonably demonstrate that the authorised development will significantly adversely affect the safety of the pipelines it is entitled to withhold its authorisation until the undertaker can demonstrate to the reasonable satisfaction of P66 that the authorised development will not significantly adversely affect the safety of the pipelines.

(3) The authorised development must be carried out in accordance with the works details authorised under paragraph 39 and any conditions imposed on the authorisation under sub-paragraph (1).

(4) Where there has been a reference to an expert in accordance with paragraph 41(2) and the expert gives authorisation, the authorised development must be carried out in accordance with the authorisation and conditions contained in the award of the expert under paragraph 41(3).

41.—(1) In the event that—

- (a) no response has been received to the submission of the works details under paragraph 38(1) within 60 days of receipt by P66 under paragraph 38(2) and no further particulars have been requested under paragraph 38(3); or
- (b) authorisation has not been given within 45 days of receipt by P66 of the further particulars supplied under paragraph 38(3),

approval of the works details is to be deemed to be given and the relevant works may commence.

(2) In the event that—

- (a) the undertaker considers that P66 has unreasonably withheld its authorisation under paragraph 40(1); or
- (b) the undertaker considers that P66 has given its authorisation under paragraph 40(1) subject to unreasonable conditions,

the undertaker may refer the matter to an expert for determination under paragraph 55.

(3) Where the matter is referred to an expert under paragraph 41(2) the expert is to determine whether or not authorisation should be given and, if so, the conditions which should reasonably be attached to the authorisation under sub-paragraphs (a) and (b) of paragraph 40(1).

(4) Where the undertaker considers that P66 has unreasonably withheld its authorisation under paragraph 40(2) then the matter may be referred to an expert on the application of either party (after giving notice in writing to each other) appointed by the secretary of the United Kingdom Onshore Pipeline Association for determination under paragraph 55.

#### **Notice of works**

42. The undertaker must provide to P66 a minimum of 28 days' notice prior to commencing any relevant work in order that an engineer can be made available to observe the relevant works and, when required, advise on the necessary safety precautions.

#### **Further provisions about relevant works**

43. Before carrying out a relevant work the undertaker must—

- (a) provide P66 with baseline data for any existing cathodic protection of the affected asset; and

- (b) carry out a pipeline settlement and stress analysis to demonstrate any potential pipeline movement will not present an integrity risk to the affected asset.

#### **Monitoring for damage to pipelines**

44.—(1) When carrying out the relevant work the undertaker must monitor the relevant affected assets to establish whether damage has occurred.

(2) Where any damage occurs to an affected asset as a result of the relevant work, the undertaker must immediately cease all work in the vicinity of the damage and must notify P66 to enable repairs to be carried out to the reasonable satisfaction of P66.

(3) If damage has occurred to an affected asset as a result of relevant work the undertaker will, at the request and election of P66—

- (a) afford P66 all reasonable facilities to enable it to fully and properly repair and test the affected asset and pay to P66 its costs incurred in doing so including the costs of testing the effectiveness of the repairs and cathodic protection and any further works or testing shown by that testing to be reasonably necessary; or

- (b) fully and properly repair the affected asset as soon as reasonably practicable, in which case the repairs must be properly tested by the undertaker and be shown to the satisfaction of P66 to have effectively repaired the affected asset before any backfilling takes place.

(4) If in the course of carrying out repairs under sub-paragraph (3)(a) or (3)(b) apparatus of a better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus; or apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which 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 arbitration to be necessary, then, if it involves cost in the execution of the repairs 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 would be payable to P66 under sub-paragraph (3)(a), or incurred by the undertaker under sub-paragraph (3)(b), by virtue of paragraph (3) will be reduced by the amount of that excess.

(5) Where testing has taken place under sub-paragraph (3)(b), the undertaker must (except where P66 agrees otherwise in writing) provide it with a copy of the results of such testing prior to any backfilling.

(6) Following the completion of a relevant work if damage is found to have occurred to an affected asset as a result of the relevant work, sub-paragraphs (2) to (4) of this paragraph apply to that damage.

(7) In relation to the approved assessment and monitoring work to be undertaken both prior to the construction of the authorised development and during the operation of the authorised development to ascertain any change or damage to any pipeline cathodic protection system, the undertaker must undertake any necessary remedial work.

(8) In the event that the undertaker does not carry out necessary remedial work in a timely manner then P66 is entitled, but not obliged, to undertake the necessary remedial work and recover the cost of doing so from the undertaker.

45.—(1) If any damage occurs to a pipeline causing a leakage or escape from a pipeline, all work in the vicinity must cease and P66 must be notified immediately.

(2) Where there is leakage or escape of gas, the undertaker must immediately—

- (a) remove all personnel from the immediate vicinity of the leak;

- (b) inform P66;

- (c) prevent any approach by the public, extinguish all naked flames and other sources of ignition for at least 350 metres from the leakage; and

- (d) assist emergency services as may be requested.



### **Compliance with requirements, etc. applying to the protected land**

46.—(1) Subject to sub-paragraph (2), in undertaking any works in relation to the protected land or exercising any rights relating to or affecting owners of the protected land, the undertaker must comply with such conditions, requirements or regulations relating to health, safety, security and welfare as are operated in relation to access to or activities in the protected land.

(2) The undertaker is not bound by any condition, requirement or regulation that is—

- (a) introduced after the date on which notice of the works was given under paragraph 42; or
- (b) determined by the expert following a determination under paragraph 55 to unreasonably—
  - (i) create significant engineering, technical or programming difficulties; or
  - (ii) materially increase the cost of carrying out the works.

(3) Sub-paragraph (2) does not apply if the condition, requirement or regulation was introduced by way of legislation, direction or policy of the government, a relevant government agency, a local authority (exercising its public functions) or the police.

### **Restriction on exercising powers**

47. The undertaker must in the exercise of the powers conferred by this Order at all times act so as to minimise, as far as reasonably practicable, any detrimental effects on P66, including any disruption to access and supplies of utilities and other services that are required by P66 in order to carry out its operations.

### **Insurance**

48.—(1) Before carrying out any part of the authorised development on the protected land, the undertaker must put in place a policy of insurance with a reputable insurer against its liabilities under paragraph 50 in accordance with the terms and level of cover notified under sub-paragraph (2) or, in the case of dispute, in accordance with the terms and level of cover determined by an expert under paragraph 55, and evidence of that insurance must be provided on request to P66.

(2) Not less than 30 days before carrying out any part of the authorised development on the protected land or before proposing to change the terms of the insurance policy, the undertaker must notify P66 of details of the terms of the insurance policy that it proposes to put in place, including the proposed level of the cover to be provided.

(3) The undertaker must maintain insurance in relation to the authorised development affecting P66 during the construction, operation, maintenance, repair and decommissioning of the authorised development in the terms and at the level of cover specified in sub-paragraph (2) or at such level as may otherwise be determined by an expert under paragraph 55.

49. If P66 has a dispute about the proposed insurance (including the terms or level of cover) to be provided under paragraph 48—

- (a) P66 may refer the matter to an expert for determination under paragraph 55; and
- (b) the undertaker may put in place an insurance policy it considers to be appropriate and continue with the authorised development at its own risk whilst the determination under paragraph 55 is complete, following which the undertaker must adjust the insurance policy if necessary to accord with the determination.

### **Costs**

50.—(1) The undertaker must repay to P66 all reasonable fees, costs, charges and expenses reasonably incurred by them in relation to these protective provisions in respect of—

- (a) authorisation of works details submitted by the undertaker under paragraph 38 and the imposition of conditions under paragraph 40;
- (b) the engagement of an engineer and their observation of the authorised works affecting the pipelines and the provision of safety advice under paragraph 42;

- (c) the repair and testing of a pipeline or protected crossing under paragraph 44; and
- (d) considering the adequacy of the terms and level of cover of any insurance policy proposed or put in place by the undertaker under paragraph 48,

including the reasonable costs incurred by P66 in engaging and retaining such external experts, consultants and contractors as may be reasonably necessary to P66 to carry out its functions under these protective provisions.

(2) The undertaker must indemnify and keep P66 indemnified against all reasonable costs, charges, damages and expenses, and against consequential loss and damage which may be occasioned or reasonably incurred by P66—

- (a) by reason of the construction, operation, maintenance, repair and decommissioning of the authorised development or the failure of it; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the construction, operation, maintenance, repair and decommissioning of the authorised development,

and the fact that any act or thing may have been done by P66 on the protected land on behalf of the undertaker or in accordance with plans approved by or on behalf of P66 or in accordance with any requirement of the engineer appointed by P66 or under his supervision does not (if it was done without negligence on the part of P66 or of any person in their employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(3) P66 must give the undertaker reasonable notice of any claim or demand under sub-paragraph (2) and no settlement or compromise of such a claim or demand is to be made without the prior consent of the undertaker.

(4) P66 must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made under this Part of this Schedule.

(5) In the assessment of any sums payable to P66 under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by, or any agreement entered into by, P66 if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

#### **Further protection in relation to the exercise of powers under the Order**

51. The undertaker must give written notice to P66 of the terms and level of cover of any guarantee or alternative form of security put in place and any such notice must be given no later than 28 days before any such guarantee or alternative form of security is put in place specifying the date when the guarantee or alternative form of security comes into force.

52. The undertaker must give written notice to P66 if any application is proposed to be made by the undertaker for the Secretary of State's consent under article 7 (consent to transfer benefit of Order), and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

53. The undertaker must, when requested to do so by P66, provide it with a complete set of the documents submitted to and certified by the Secretary of State in accordance with article 39 (certification of plans etc.) in the form of a computer disc with read only memory or such other format as may be agreed between the relevant parties.

54. Prior to the commencement of the authorised development the undertaker must prepare an emergency response plan following consultation with the local emergency services and provide a copy of that plan to P66.

#### **Expert determination**

55.—(1) Except as provided in sub-paragraph (7), article 7 (arbitration) does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule must be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date of a dispute first being notified in writing by one party to the other and in the absence of the difference being settled within that period the expert must be appointed within 28 days of the notification of the dispute.

(4) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

(5) The expert must—

- (a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 21 days of the expert's appointment;
- (b) permit a party to comment on the submissions made by the other party within 21 days of receipt of the submission;
- (c) issue a decision within 42 days of receipt of the submissions under paragraph (b); and
- (d) give reasons for the decision.

(6) The expert must consider where relevant—

- (a) the development outcome sought by the undertaker;
- (b) the ability of the undertaker to achieve its outcome in a timely and cost-effective manner;
- (c) the nature of the power sought to be exercised by the undertaker;
- (d) the nature of any operation or development undertaken or proposed to be undertaken by any party other than the undertaker;
- (e) the ability of any party other than the undertaker to undertake a relevant operation or development in a timely and cost-effective manner, while giving consideration to any restriction or limitation which might be caused to the ability of any party to carry out their statutory or regulatory duties, requirements or obligations;
- (f) the effects of the undertaker's proposals on any party other than the undertaker and the effects of any operation or development undertaken by any party other than the undertaker;
- (g) whether this Order provides any alternative powers by which the undertaker could reasonably achieve the development outcome sought in a manner that would reduce or eliminate adverse effects on any party other than the undertaker;
- (h) the effectiveness, cost and reasonableness of proposals for mitigation arising from any party; and
- (i) any other important and relevant consideration.

(7) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 42.

### **Service of Notices**

56.—(1) P66 must as soon as reasonably practicable following a written request from the undertaker provide details of the P66 address and P66 email.

(2) A notice or other document required or authorised to be served on P66 under this Part of the Schedule (except under sub-paragraph (1)) must be served—

- (a) by post to the P66 address; and
- (b) by electronic transmission to the P66 email,

or to such other postal or electronic mail address which P66 may from time to time notify to the undertaker.

(3) In the event that P66 does not provide the P66 address and P66 email within 14 days of the undertaker's request pursuant to sub-paragraph (1) then sub-paragraph (2) does not apply and the undertaker must:

- (a) serve any notice or document on P66 at its registered office; and
- (b) send a copy of such notice or document to the HOR marked for the attention of the refinery manager.