EAST YORKSHIRE SOLAR FARM

East Yorkshire Solar Farm

EN010143

Applicant's Summary of Oral Submissions at the Issue Specific Hearing (ISH1) on the Draft Development Consent Order and Post Hearing Notes

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1. Introduction

1.1.1 An Issue Specific Hearing was held at 14:00 on Tuesday 21 May 2024 at The Parsonage Hotel, Escrick, in relation to the Draft Development Consent Order.

1.1.2 Parties from the Examining Authority ("ExA"), Pinsent Masons LLP (the Applicant's legal advisers for the Application), North Yorkshire Council, East Riding of Yorkshire Council, the Ouse and Derwent Internal Drainage Board, Canal and River Trust and two individual representatives were present at the Issue Specific Hearing. It is the Parties' oral submissions that are summarised in this document.

Table 1-1 Applicant's Summary of Oral Submissions and Post Hearing Notes

#	Agenda Item	Post-Hearing Notes
1.	**Welcome, introductions and arrangements for the hearing**	The following parties were present at the hearing: • Simon Warder, the Examining Authority (**the ExA**). • Amy Stirling, Senior Associate at Pinsent Masons LLP, the solicitors for East Yorkshire Solar Farm Limited (**the Applicant**) for this matter. • Michael Reynolds, Senior Policy Officer, North Yorkshire Council. • Jenny Tyreman, Assistant Principal Planning Officer, North Yorkshire Council. • Joanne Marshall, Principal Planning Officer, East Riding of Yorkshire Council. • Bill Symons, Clerk to the Ouse and Derwent Internal Drainage Board. • Simon Tucker, Area Planner, Canal and River Trust. • Mrs Beckett, individual representative. • Mr Field, individual representative.
2.	**Structure of the Order**	The ExA asked the Applicant to summarise the structure of the East Yorkshire Solar Farm (**the Scheme**) Development Consent Order (**the DCO** or **the Order**). Ms Stirling responded that the DCO **[AS-008]** is made up of 6 Parts (comprising 49 Articles) and then 16 Schedules. Ms Stirling noted that a full description of each Article is provided in the Explanatory Memorandum **[AS-010]**, but that in summary:

- Part 1 (Preliminary): Article 1 sets out what the Order may be cited as and when it comes into force. Article 2 sets out the meaning of the defined terms used in the Order;

- Part 2 (Principal Powers): Articles 3 to 7 provide development consent for the Scheme, and allow it to be constructed, operated, maintained and decommissioned by the undertaker. Articles 6 and 7 relate to the application and modification of certain legislative provisions and defence to proceedings in respect of statutory nuisance respectively;

- Part 3 (Streets): Articles 8 to 15 provide the undertaker with a suite of powers in relation to street works. The powers include the ability for the undertaker to be able to carry out works to and within streets; to alter the layout of streets; to construct and maintain new or altered means of access; to close temporarily or divert streets and public rights of way; to use private roads; to enter into agreements with street authorities and provisions relating to traffic regulations;

- Part 4 (Supplemental Powers): Articles 16 to 19 set out four supplemental powers relating to the discharge of water; the removal of human remains; undertaking protective works to buildings; and the authority to survey and investigate land;

- Part 5 (Powers of Acquisition): Articles 20 to 33 provide for the undertaker to be able to compulsorily acquire the Order Land and rights over and within it, and to be able to temporarily use parts of the Order Land for the construction or maintenance of the Scheme. Article 21 sets out a time limit for the exercise of the compulsory acquisition powers and Article 23 provides for the undertaker to suspend or extinguish certain private rights. The provisions provide for compensation to be payable to affected persons in respect of these powers, where that is not already secured elsewhere. Articles 29 and 30 provide for the temporary use of land for constructing and maintaining the Scheme. Article 31 provides for powers in relation to the land and apparatus of statutory undertakers; and

- Part 6 (Miscellaneous and General): Articles 34 to 49 include various general provisions in relation to the Order:

- Article 34 sets out who has the benefit of the powers contained in the Order and Article 35 sets out how those powers can be transferred;

- Articles 36 and 37 provide (respectively) for how landlord and tenant law applies in relation to the Order and that the Order Land will be "operational land";

- Articles 38 and 39 provide (respectively) powers in relation to trees which need to be removed or lopped and for hedgerows to be removed in relation to the Scheme and in relation to trees subject to tree preservation orders; and

- Articles 40 to 49 include provisions relating to the certification of plans and documents relevant to the Order; no double recovery; arbitration; protection for statutory undertakers through the protective provisions (set out in Schedule 14; incorporation of a deemed marine licence (set out in Schedule 15); service of notices under the Order; procedure in relation to approvals required under the Order; guarantees in respect of the payment of compensation; the incorporation of the mineral code; and crown rights.

Ms Stirling explained that there are 16 Schedules to the Order, which are described in full in the Explanatory Memorandum **[AS-010]** but are summarised as follows:

- Schedule 1 – the description of the Scheme;

- Schedule 2 – the requirements that apply to the Scheme (i.e. the controls that apply to the Order, similar to planning conditions) Schedule 16 then contains details of the procedure for the discharge of requirements required under the Order;

- Schedule 3 – a list of the local legislation relating to railways, river navigation, fisheries and water that the Order will disapply insofar as the provisions (in that local legislation) still in force are inconsistent with the powers contained in the Order;

- Schedules 4 to 8 – matters in relation to street works and alterations, public rights of way, access to works and details of the streets subject to temporary traffic regulation measures during construction of the authorised development;
- Schedule 9 – details of land in which only new rights may be acquired;
- Schedule 10 – amendments to legislation to ensure appropriate compensation is payable where new rights over land are acquired under the Order;
- Schedule 11 – details of land over which temporary possession may be taken;
- Schedule 12 – the documents and plans to be certified by the Secretary of State;
- Schedule 13 – arbitration rules that apply to most arbitrations in connection with the Order;
- Schedule 14 – provisions for the protection of statutory undertakers and their apparatus;
- Schedule 15 – the deemed marine licence; and
- Schedule 16 – procedure for the discharge of requirements under Schedule 2.

Following request from the ExA, Ms Stirling noted that following advice provided by the Planning Inspectorate under section 51 of the Planning Act 2008, the Applicant submitted an updated version of the DCO **[AS-008]** into the Examination which contained the following changes:

- Part 3 of DCO Requirement 11 has been amended to reflect the need for a Site Waste Management Plan, forming part of the Construction Environmental Management Plan, which will be substantially in accordance with the Framework Site Waste Management Plan **[APP-124]** submitted and therefore replacing reference to the construction resource management plan.

- Changes have also been made to draft DCO Schedules 4 to 8 to reflect updates to information shown on the Traffic Regulation Measures Plans **[AS-005] – [AS-007]** and for naming consistencies with other application plans.

- Minor corrections made throughout, and the dates of documents and plans to be certified under Schedule 12 updated.

The ExA asked the Applicant to describe the Scheme for which a DCO is sought, which Ms Stirling outlined as follows:

- Work No. 1 – is the solar PV generating station which is the nationally significant infrastructure project;

- Work No. 2 – is the Scheme substations;

- Work No. 3 – is works to lay the 132kV electrical cables connecting the Scheme substations to the National Grid Drax Substation;

- Work No. 4 – is the interconnecting corridors between solar PV and the Scheme substations plus other works to take place across the solar PV site;

- Work No. 5 – is the construction and decommissioning compounds;

- Work No. 6 – is the works to develop operations and maintenance buildings including demolition and alteration of existing structures; offices, security and welfare facilities; storage facilities; and parking areas;

- Work No. 7 – is the works to facilitate access to Work Nos. 1 to 8; and

- Work No. 8 – is the ecological mitigation land including areas of habitat management.

The ExA explained that each of these works packages are available as part of a Works Plan **[APP-008]** which is available on the National Infrastructure website. The ExA also explained that the

proposal to have a battery as part of the Scheme has been taken out of the Applicant's application and will not be examined during Issue Specific Hearing 1 (**ISH1**).

3. Main discussion points

a) Article 2 – Interpretation – explanation of how control and mitigation of 'permitted preliminary works' would be secured, having regard to the definition of 'commence'

The ExA asked how preliminary works would be secured having regard to the definition of 'commence' in the DCO, because that definition excludes permitted preliminary works and on the face of it would allow these works to be carried out before the controls and mitigations in the order come into force. The ExA asked for reassurance that there will be control through the DCO of preliminary works.

Ms Stirling confirmed that the ExA's understanding of the definitions of 'commence' and 'permitted preliminary works' is correct and that the purpose of excluding it from 'commence' is that the definition of 'permitted preliminary works' sets out a range of pre-construction activities which the Applicant considers is appropriate to carry out, without triggering the requirement to discharge all pre-construction plans secured in the Requirements in Schedule 2. It is considered disproportionate for example, for the Construction Traffic Management Plan for the Scheme to have to be prepared and discharged prior to environmental surveys and the removal of plant and machinery, as preparatory works.

The two exceptions to this are:

1. Requirement 8 (fencing and other means of enclosure), meaning the Applicant must not carry out permitted preliminary works (including temporary means of enclosure and site security) until details of proposed temporary fencing (means of enclosure) for the Scheme has been approved by the relevant planning authority; and

2. Requirement 10 (archaeology), meaning the Applicant must not carry out any intrusive archaeological surveys as part of the permitted preliminary works, without first having a written scheme of investigation approved by the relevant planning authority.

Ms Stirling explained that the approach taken aligns with the Cleve Hill Solar Park Order 2020 and the Longfield Solar Farm Order 2023 and that no concerns have been raised by consultees. In

discussions with North Yorkshire Council prior to ISH1, the Applicant understands they are considering the scope of the term 'permitted preliminary works' and whether there are other requirements they would like to apply to those works.

The ExA explained that his concern was that the definition of 'permitted preliminary works' covers multiple activities, which would be wider than only Requirements 8 and 10, and that there would need to be controls on the permitted preliminary works throughout the DCO process. Ms Stirling agreed to consider altering the DCO to ensure that there are controls over permitted preliminary works and the Applicant has provided an update in its post hearing submissions.

Mr Reynolds confirmed agreement with the proposed approach.

Post Hearing Note

The Applicant has considered the point regarding 'permitted preliminary works' and considers that one additional requirement is relevant to the limited scope of those works. As such, the Applicant has updated the draft DCO at Deadline 1 to include a new requirement 6(3), which states the following:

"For the purposes of sub-paragraph (1), "commence" includes part (h) (site clearance (including vegetation removal, demolition of existing buildings and structures)) and part (i) (advanced planting to allow for an early establishment of protective screening) of permitted preliminary works".

The effect of this amendment is to require the Landscape and Ecological Management Plan to be discharged before any site clearance or advanced planting works are carried out as part of the permitted preliminary works.

The Applicant notes that this addition aligns with the draft DCO awaiting determination for Gate Burton solar project, which has the same definition of "permitted preliminary works" as is proposed for the Scheme.

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b) Article 6 – Application and modification of statutory provisions – concerns raised in Relevant Representations regarding the disapplication of certain statutory provisions

The ExA explained the Environment Agency's concern around the disapplication of the Environmental Permitting Regulations (England and Wales) 2016 as they relate to flood risk, horizontal directional drilling under the rivers Ouse and Derwent, flood management assets and monitoring requirements. The ExA queried if any further discussion had taken place with the Applicant since the Environment Agency had submitted its Relevant Representation and the status of any agreement.

Ms Stirling explained that Applicant has sought to engage with the Environment Agency since it submitted its Relevant Representation, but has not yet received engagement from the Environment Agency. The Applicant welcomes engagement from the Environment Agency and intends to work with the Environment Agency to agree the approach to, and scope of, the disapplication. Ms Stirling notes that the Environment Agency has agreed to this disapplication on other schemes where a similar form of protective provisions was in place. Ms Stirling also drew the ExA and Interested Parties' attention to the recently published Pre-application stage Guidance for NSIPs (DLUHC, 30 April 2024), where it notes that there has been much less use of the provision of obtaining other consents in the DCO than has been intended and:

"The presumption should be therefore that where an applicant proposes a provision within their DCO to remove a requirement for a prescribed non-planning consent to be granted by the relevant body, the body that would normally be responsible for granting this consent is expected to make every effort to agree to the proposal. Such a body should only object to the inclusion of such provision with good reason, and after careful consideration of reasonable alternatives…".

The ExA queried if the answer to the query regarding disapplication would be contained within further work on protective provisions. Ms Stirling did not wish to speak on behalf of the Environment Agency, as it was not present at ISH1, but confirmed her understanding was that it would generally be agreed through protective provisions.

The ExA explained that the Canal and River Trust had requested copies of the list of legislation to be disapplied under Schedule 3 of the DCO. Mr Tucker explained that the Applicant has shared the contents of the legislation that the Canal and River Trust has reviewed and the only legislation that could affect its undertaking is the Boothberry Bridge Act 1925. Mr Tucker explained that the Canal and River Trust has agreed a minor modification to Article 6(1)(g) of the DCO with the Applicant. The ExA clarified that the Canal and River Trust had not seen the legislation in Schedule 3 when it

submitted its Relevant Representations but it has now seen it. Ms Stirling clarified the agreed modification to Article 6(1)(g) to add the words:

"the legislation listed in Schedule 3 (legislation to be disapplied) in so far as the provisions still in force are incompatible with the powers contained within this Order and do not impact on the operation or maintenance of the River Ouse as a navigable river;"

The new wording has been included within the updated draft DCO at Deadline 1.

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c) Article 9 – Power to alter layout, etc of streets – justification and scope of the power to alter streets

d) Article 11 – Temporary closure of streets and public rights of way – justification and scope of the power to temporarily close streets and public rights of way

The ExA queried if the Applicant could provide further justification for scope of these powers, in particular the number of alterations and whether there has been an attempt to reduce the number of access points into the Site. Additionally, the ExA queried whether paragraph 3 in Article 9 should include a time limit for the restoration for temporary alterations.

Ms Stirling explained that Article 9 (Power to alter layout, etc., of streets) allows the undertaker to alter the layout of or carry out any works in a street and it has featured in most DCOs to date. Schedule 5 then sets out the alterations to streets (split into two parts showing permanent and temporary works respectively). The extent of the alternations being proposed to the streets specified in column 3 of Schedule 5 will be determined post-consent at the detailed design phase.

As set out in the Explanatory Memorandum **[AS-010]**, this Article is necessary because, in order to construct, operate, maintain and decommission the authorised development, the undertaker will need to alter street layouts and establish suitable accesses to ensure that the authorised development can be accessed effectively while ensuring there is minimal disruption to the local highway network. The power under sub-paragraph (2) is limited to the locations specified in Schedule 5. The broader power in sub-paragraph (2) (which is a general power enabling the undertaker to alter the layout of any street

and alter remove, replace and relocate any street furniture) require the consent of the street authority before they can be exercised and so is subject to a future approvals process.

Article 11 (Temporary closure of streets and public rights of way) covers streets where the undertaker may not need to carry out any works to the street but may need to control the street (for example to transport an abnormal load for the onsite substations) to ensure the safety of the public and of the workers constructing the Scheme. Article 11(1) provides the undertaker with the general power to temporarily close any street or public right of way, but this is subject to Article 11(4)(b) which requires the consent of the street authority to do so. Article 11(3) provides the undertaker with the power to temporarily close those streets and public rights of way specified in Schedule 6 of the DCO, but this remains subject to Article 11(4)(a) which requires prior consultation with the street authority. In any case, Articles 8-13 are all subject to the requirements of the Construction Traffic Management Plan (**the CTMP**) which is ultimately approved by the relevant local authorities and a framework has been submitted into examination **[APP-113]**. Any closure, diversion or management of public rights of way is controlled by the Public Rights of Way Management Plan which is to be approved by the local authority and a framework **[APP-245]** has been submitted into examination.

Post Hearing Note

The Applicant has updated the draft DCO at Deadline 1 to ensure that the provisions of Article 11 refer to streets and public rights of way throughout.

The ExA queried the scope of the power in Article 9(2), which the ExA considered to be wide. Ms Stirling explained that Article 9(1) lists those streets that can be subject to street works without obtaining a separate consent from the street authority. Article 9(2) can be exercised on any street but it cannot be used without Article 9(3) which requires the consent of the street authority and the CTMP and the Public Rights of Way Management Plan would also apply. The ExA suggested that if Article 9(2) can apply to any street, people interested and affected by the Scheme will not know that they could be affected until works take place. Ms Stirling explained that it is the street authority's responsibility to control the works in these circumstances, and is not aware of any other issues on any other schemes and it is a consequence of a lack of detailed design during the DCO process. The

Applicant agreed to look to see if any further comfort can be provided on this point in its post hearing submissions.

Post Hearing Note

In relation to Article 9(1) and (2), the Applicant considers that the above text sets out the appropriate justification for the powers contained in these Articles.

In relation to Article 9(3), the Applicant notes that there is no precedent across any made solar DCOs for the requirement to restore altered streets to be subject to a time limit for completion of the restoration work, and the Applicant notes that such a time limit has not been included in the on the five recent solar schemes having completed Examination and awaiting determination (Gate Burton, Cottam, West Burton, Mallard Pass and Sunnica). Please refer to the Applicant's response to First Written Question Q5.0.4 for further justification and explanation of the powers sought.

The ExA queried whether it be appropriate to adapt Article 11 to limit the scope of the power. Ms Stirling replied that the streets and PRoWs in the schedules noted in Article 11(3) of the DCO have been examined by the Applicant and the scope is appropriate based on the Scheme design and the outcomes of the Transport Assessment **[APP-112]**.

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e) Article 12 – Use of private roads – whether the private roads to which this power applies should be specified in order to give affected landowners the opportunity to comment

Ms Stirling responded that having reviewed the position the Applicant is content to update the Streets Rights of Way and Access Plans [**APP-009 and APP-010**] at Deadline 1 to show the location of these private roads.

Updated Streets Rights of Way and Access Plans showing this private roads accompany this Deadline 1 submission.

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f) Article 16 – Discharge of water – concerns raised in Relevant Representations regarding the scope and oversight of this Article

Mr Tucker noted that he has been in discussion with the Applicant and considers that the protective provisions which have been submitted at Deadline 1 address the concern that was originally raised. Ms Stirling confirmed that a form of protective provisions has been agreed with the Canal and River Trust that has resolved this concern which has been included within the updated draft DCO at Deadline 1.

Ms Stirling explained that the Applicant has engaged with the Ouse and Derwent Internal Drainage Board to seek to resolve its concerns with the DCO drafting over the wording in Article 16(5), about whether a watercourse is "under the control" of the Ouse and Derwent Internal Drainage Board and so captured by the provision. Mr Symons confirmed the wording has been agreed, alongside the Applicant agreeing to extend the distance in the definition of "specified works" in the protective provisions in Part 3 of Schedule 14 to the DCO to 9 metres for land under the control of the Ouse and Derwent Internal Drainage Board.

Post Hearing Note

The Applicant notes that the outstanding concern of the Ouse and Derwent Internal Drainage Board is that it requests a similar provision to that provided to the Environment Agency at paragraph 51 of Schedule 14 to the DCO.

The Applicant considers this is impractical given a crossing of the watercourse will take place. The provision for the benefit of the Environment Agency is limited to flood defences, which is of a significantly higher risk than ordinary watercourses and drainage works. Given the Ouse and Derwent IDB must approve the plan of specified works in advance of them being carried out, provision for continued access can be ensured through that approvals process, where necessary and appropriate. The Applicant has updated the Protective Provisions at Part 3 of Schedule 14 of the draft DCO at Deadline 1 to provide the following:

20.-(1) Before commencing construction of a specified work, the undertaker must submit to the drainage authority plans of the specified work (such plans to include any proposals for access for maintenance to the drainage work) and such further particulars available to it as the drainage authority may reasonably require within 14 days of the submission of the plans.

g) Articles 20 and 22 – Compulsory acquisition of land and rights – extent of the powers sought over Crown land

Ms Stirling confirmed that Article 20 concerns the compulsory acquisition of land, but the Applicant is not planning to compulsorily acquire the freehold of either plot of which the Crown Estate has an interest.

As set out in Part 4 of the Book of Reference **[AS-012]**, in relation to Crown Land interests, the undertaker is seeking the permanent acquisition of new rights at Plot 18-109 (River Derwent – in respect of which the Crown owns rights to mines and minerals and drainage) and Plot 21-141 (River Ouse – in respect of which the Crown owns the freehold of riverbed). These are shown on Sheet 18 and Sheet 21 on the Crown Land Plan **[APP-007].** It is noted that the Environment Agency owns Plot 18-109 and the Canal and River Trust is the leaseholder of Plot 21-141.

Article 22(2) permits the compulsory acquisition of rights in these plots with reference to Schedule 9 of the draft DCO. Schedule 9 confirms that the Applicant is seeking to acquire "cable rights" (as defined in that schedule) over Plots 18-109 and 21-141. Article 22(7) is relevant however, and it provides that the rights and powers in Article 22 are subject to Article 49 (Crown rights) of the draft DCO.

Article 49 provides that the Order does not allow the undertaker to interfere with Crown rights other than with consent of the relevant Crown body. This is a standard provision which ensures that the Order does not prejudicially affect any estate (etc.) of the Crown, and that the undertaker may not enter on or take any Crown land other than with the consent of the appropriate authority.

The ExA queried if the rights the Applicant is seeking to acquire are held by another body on behalf of the Crown (rather than the Crown itself) and that is why s135 is applicable. The Applicant confirmed that is correct. Section 135(1) of the Planning Act 2008 enables a DCO to include provision authorising the compulsory acquisition of an interest in the Crown land **only if it is held otherwise than by or on behalf of the Crown**, and the Crown consents. The DCO therefore cannot grant compulsory powers in respect of interests held by the Crown. It can however grant compulsory powers in respect of third party interests in land in which the Crown owns or has an interest, and it is these powers which

the Applicant is seeking. As such, the Applicant is required to obtain the consent of the Crown pursuant to s135(1)(b).

Post Hearing Note

The Applicant is engaged with solicitors acting for The Crown Estate in relation to obtaining necessary Crown consents pursuant to s135(1) and (2) and is confident that these will be obtained during the course of Examination. The Applicant notes that consent has been issued by The Crown Estate for offshore wind projects and similar crossings of the River Trent for the Gate Burton and Cottam solar projects and sees no reason why similar consent should not be granted here.

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h) Article 22(1) – Compulsory acquisition of rights – justification for the power to impose restrictive covenants over all of the Order land (subject to Articles 22(2) and 29(10)) having regard to previous SoS decisions (including paragraph 62 of the M4 Motorway (Junctions 3 to 12) (Smart Motorway) DCO)

Ms Stirling confirmed that the Applicant has reviewed the M4 Motorway (Junctions 3 to 12) (Smart Motorway) DCO (**the M4 DCO**) decision and considered this can be distinguished from this Scheme. The approach taken by the Applicant has recent precedent in solar DCOs in the Cleve Hill Solar Park Order 2020 and the Longfield Solar Farm Order 2023, both of which are more recently consented schemes than the M4 DCO which was granted in 2016. It also aligns with the approach taken on the five recent solar schemes having completed Examination and awaiting determination (Gate Burton, Cottam, West Burton, Mallard Pass and Sunnica).

Article 22(1) enables the undertaker to compulsorily acquire rights or impose restrictive covenants in the Order land. Article 22(1) is subject to Article 22(2), which states that in respect of the Order land specified in Schedule 9, the undertaker's powers of compulsory acquisition are limited to "…the acquisition of… the benefit of restrictive covenants…and… the imposition of restrictive covenants" specified in column 2 of that Scheule.

Schedule 9 of the DCO lists the restrictive covenants which can be imposed as "cable rights", "access rights" and "services rights" and these are then defined for each plot of land in column 2 of that Schedule. The restrictive covenants which can be imposed are therefore defined for each plot. For

example, the restriction and removal of buildings or structures as per limb (g) of the definition of "cable rights" and so the restrictive covenants are well defined and clearly restricted:

"restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove vegetation and restrict the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development;"

As noted above, this form of drafting is aligned with the Cleve Hill Solar Park Order 2020 and the Longfield Solar Farm Order 2022.

That can be contrasted with the approach the relevant applicant sought to take on the M4 DCO decision. The applicant for the M4 DCO had a similar structure, in that the rights and covenants were subject to an appended Schedule, however that Schedule was very broad and lacked any specificity on the rights and covenants to be acquired. It specified only that it was any rights and covenants for any reason relating to "*permanent access for inspection and maintenance of the bridge*" at river level.

The Applicant understands this was why the Secretary of State did not grant the power for restrictive covenants in its decision letter for the M4 DCO.

The restrictive covenants proposed for the Scheme are for the purposes of, to facilitate, or are incidental to, the Scheme and are proportionate and no more than is reasonably necessary.

The Applicant confirmed it would provide in writing to the ExA examples from the M4 DCO to show how the approach is different to that taken in this Scheme.

Post Hearing Note

The Applicant has provided the examples in the text above to reflect the differences between this Scheme and the M4 DCO.

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i) Article 23(1) – Private rights – consideration of whether reference to rights and restrictive covenants should be removed from Article 23(1)(a) given that the

extinguishment of rights and restrictive covenants are dealt with in Art 23(2) and this provision is intended to apply to all of the CA of land

Ms Stirling confirmed that the Applicant has reviewed the wording and can confirm that the reference to rights and restrictive covenants the words "or of the right, or of the benefit of the restrictive covenant" has been deleted. This drafting was modelled on the Longfield Solar Farm Order 2023 however on review the Applicant agrees that the Cleve Hill Solar Park Order 2020 is clearer in this regard, and does not include the words described. The Applicant has updated the draft DCO at Deadline 1.

J) Articles 34 and 35 – Benefit and transfer of the Order – Whether the power to transfer the benefit of the Order to a holding company or subsidiary of the undertaker without the consent of the SoS (Art 35(3)(b)) provides sufficient assurance with regard to the liability to pay compensation

Ms Stirling explained that Article 47(1) of the DCO requires that a guarantee (or alternative form of security) in a form and amount approved by the Secretary of State is in place before "the undertaker" can exercise certain powers under the DCO, including those of compulsory acquisition.

Article 2(1) of the DCO defines "undertaker" as including any transferee of the benefit of the Order pursuant to Article 35 of the DCO. Therefore, any "holding company or subsidiary of the undertaker", would fall within the definition of the "undertaker" (regardless of whether the Secretary of State's consent is required for the transfer), and thus cannot exercise powers of compulsory acquisition unless appropriate security is in place under Article 47(1) of the DCO. The Applicant considers that this provides sufficient reassurance with regard to the liability to pay compensation.

The ExA queried the definitions in Article 2 to understand how the holding company are caught by the same definitions as the company itself.

Ms Stirling explained that the definition of undertaker is in Article 2(1) which means:

"means East Yorkshire Solar Farm Limited (company number 14103404) and any other person who for the time being has the benefit of this Order in accordance with Article 34(benefit of the Order) or Article 35 (consent to transfer the benefit of the Order);"

This means that if the benefit of the Order was transferred in accordance with Article 35 that transferee would be caught within the definition of undertaker and subject to the controls throughout the DCO including Article 47(1) and the requirement to put security in place.

The ExA requested further clarification about the power under Article 35(3)(b) which allows a transfer to a holding company or a subsidiary of the undertaker without the consent of the Secretary of State.

Ms Stirling explained that the purpose of Article 35(3)(b) is for ease for transfer within the corporate structure in the normal course of business noting that any transferee would be subject to the controls in the DCO as they would be an undertaker. The ExA requested that Applicant explain its position in writing.

Post Hearing Note

The Applicant considers that the above text sets out its full position on this point.

Mr Field asked how a company transfer could theoretically work if the owners of East Yorkshire Solar Farm Limited changed. The ExA explained that his understanding is that of East Yorkshire Solar Farm Limited would still be regarded as the undertaker and still subject to the controls in the DCO. Ms Stirling confirmed the ExA's explanation is correct and that there are often transfers in consented projects. Ms Stirling also explained that the starting position under s156(1) of the Planning Act 2008 is that an Order has effect for the benefit of the land and all persons for the time being interest in the land. The Applicant has however provided additional comfort as to the exercise of the benefit of the Order, and utilised s156(2) of the Act to ensure the DCO is personal to the named undertaker.

Should Article 35(5) require notification of the Marine Management Organisation where transfer relates to provisions in the Deemed Marine Licence

The ExA queried if the MMO should be notified under Article 35(5). Ms Stirling noted that this requirement to notify has been incorporated into the latest version of the West Burton Solar Project DCO and has no issue with including equivalent wording in the next turn of the DCO, as follows.

"Where the consent of the Secretary of State is not required, the undertaker must notify the Secretary of State and, if the transfer or grant of the benefit includes the whole or part of the benefit of the provisions of the deemed marine licence, the MMO in writing before transferring or granting a benefit referred to in paragraph (1)."

This has been included within the updated draft DCO at Deadline 1.

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k) Article 38 – Felling and lopping of trees and removal of hedgerows – should this power be limited to trees and hedgerows 'within or encroaching' on the Order land (see PINS Advice Note 15 section 22)

Ms Stirling explained that the wording "near any part of" originates in the model provisions and has recent precedent including in the Longfield Solar Farm Order 2023. Ms Stirling continued and explained that the Applicant will amend the wording because it would only be using the power in respect of hedgerows and trees, and the wording proposed is "within or overhanging" which is wording that has been used in the draft DCO for Mallard Pass solar and Gate Burton solar, both of which are awaiting determination. This has been included within the updated draft DCO at Deadline 1.

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l) Article 39 – Trees subject to tree preservation orders – whether the trees affected by this power should be identified in a schedule

Ms Stirling explained that the Applicant would consider listing any trees subject to tree preservation orders within the Order limits in a schedule to the DCO at Deadline 1. If there are no such trees, the Applicant would consider removing the Article.

Post-hearing note

The Applicant has reviewed the trees subject to Tree Preservation Orders which exist within the Order limits and has satisfied itself that none of the existing trees will be affected by the Scheme. As such,

the Applicant has updated Article 39 to provide that no existing trees subject to TPOs may be felled, lopped, pruned or cut back. The Applicant notes the possibility of TPOs being added between DCO application and construction, and as such has provided that the authority under Article 39 will apply to any new TPOs after the date of DCO application. This is considered appropriate as the Scheme is an NSIP, is of critical national priority and should not be unnecessarily or unduly delayed by unknown and unforeseen circumstances relating to TPOs. The requirements of Article 39 provide that any future TPOs could only be removed if it were necessary to prevent interference with the Scheme, and that the undertaker must do no unnecessary damage to the tree. Compensation is payable to any person suffering loss or damage. This drafting has precedence in the Awel Y Mor Offshore Wind Farm Order 2023.

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m) Article 46 – Procedure in relation to certain approvals – *whether the period of 8 weeks for deemed approval (Art 46(4)) is appropriate. Relevant consented bodies will be asked for their views*

Jenny Tyreman confirmed that North Yorkshire Council is content with the timeframe.

Joanne Marshall confirmed that East Riding of Yorkshire Council has not yet formed a view on this timeframe, but will confirm in its post-hearing submissions.

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n) Article 47 – Guarantee in respect of payment of compensation – justification for why the approach set out in this Article is necessary and why the guarantee or funding information cannot be provided during the Examination

Ms Stirling explained that the rationale behind this is that the expense required to put such security in place is disproportionate at this stage, given that the DCO is yet to be granted and powers of compulsory acquisition are yet to be granted. These compulsory powers are several years from being exercised (and, indeed, may never be exercised as the Applicant's intention is to rely on voluntary land agreements where feasible). A parent company guarantee would have to be on the parent company's balance sheet, and any bank bond or letter of credit would incur an unnecessary significant financial cost. As is standard practice in energy DCO schemes, this decision will be made prior to these compulsory acquisition powers being exercised and is ultimately controlled by the Secretary of

State. The Applicant is unaware of any such provision being made for financial security during Examination or DCO determination and considers it would be unnecessary and unjustified to request the security from the Applicant.

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o) Schedule 2 – Requirements

Identify any additional or amended requirements that the Applicant proposes to include in the dDCO and respond to any further queries from the ExA

Written approval

"Where under any of the requirements the approval, agreement or confirmation of the relevant planning authority or both relevant planning authorities is required, that approval, agreement or confirmation must be provided in writing."

Ms Stirling explained that this general catch-all provision will be included within the updated draft DCO at Deadline 1 following a discussion with North Yorkshire Council to make sure nothing was left out. The Applicant has included this provision at the end of Requirement 3 in Schedule 2 to the updated draft DCO at Deadline 1.

Date of final commissioning

"Within 14 days of the date of final commissioning the undertaker must serve written notice of the date of final commissioning on the relevant planning authority"

Ms Stirling explained that this provision will be included within the updated draft DCO at Deadline 1 following a discussion with North Yorkshire Council to make it clear for North Yorkshire Council when the date of final commissioning would be. The Applicant has included this provision at the end of Requirement 3 in Schedule 2 to the updated draft DCO at Deadline 1.

Typographical errors

Ms Stirling explained that North Yorkshire Council has identified that paragraph 2(3) of Schedule 16 (Procedure for Discharge of Requirements) is a copy and paste of Schedule 2(2) of Schedule 16, so this has been corrected at Deadline 1 in addition to any necessary cross referencing.

National Highways

Ms Stirling noted that National Highways in their Relevant Representation has asked to be considered for the CTMP requirement and it is the Applicant's intention to add them as a consultee so the relevant planning authority can consult with them when determining the discharge of the CTMP.

Mr Reynolds confirmed that as North Yorkshire Council's technical officers run through the application and prepare the local impact report it may have other comments to raise but it has no further comments presently.

Joanne Marshall confirmed that East Riding of Yorkshire Council was working through its local impact report at the moment and its consultees have been asked to assess those requirements and put forward any amendments which it will do so in due course.

Requirement 18 – funding of the decommissioning and restoration proposals

The ExA explained that it was seeking reassurance that the decommissioning works would be properly funded when decommissioning takes place.

Ms Stirling noted that specific security for decommissioning is not standard practice for DCOs and it is usually dealt with in the voluntary land agreements. The voluntary land agreements are substantially complete for the Solar PV site except two which require final signatures and make provision for restoration.

As set out in the Explanatory Memorandum **[AS-010]**, this requirement provides that within 12 months of the date the undertaker decides to decommission any part of the authorised development, the undertaker must submit to the relevant planning authority for its approval a decommissioning

environmental management plan (substantially in accordance with the framework decommissioning environmental management plan).

Requirement 18 of the DCO provides a clear mechanism for ensuring decommissioning takes place. It is not necessary to provide financial arrangements to secure the decommissioning of the Scheme as the enforcement mechanisms in the Planning Act 2008 are rigorous, where criminal liability is a possible consequence for a breach of a requirement. In addition, the Proceeds of Crime Act 2002 also allows local authorities to seek to recover the profits accruing to businesses and individuals who breach planning control. It is therefore not practice or considered necessary for DCOs to incorporate financial arrangements for decommissioning.

Mr Field queried if the Applicant should set aside a fund up front, similar to a residential house deposit, to cover costs for decommissioning and queried the drafting of Requirement 18(1). Ms Stirling disagreed that there needed to be a fund as there were already sufficient protections in the DCO. The ExA noted that the information in the land agreements is currently missing to understand if it will be effective. Ms Stirling noted that the landowner agreements were sufficient but will seek the necessary consent to disclose those details.

The ExA asked the Applicant to provide more detail on this in writing, particularly on the scope and the mechanics of the land agreements.

Post Hearing Note

The Applicant has entered into Option for Lease agreements for the entire Solar PV Site below, the terms of which cover the decommissioning bond provisions, as set out below:

"1. Under the terms of the agreed lease at the end of the term (save where the Landlord exercises a right to acquire the equipment) the Tenant must return the Property to the Landlord with vacant possession and in the state of repair and condition required by the Lease and in accordance with a schedule of condition to be prepared for the Lease of Condition.

…

3. …:

3.1. on or before the 10th anniversary of the date of the Lease, the Tenant will (at its own cost) obtain an estimate ("Reinstatement Estimate") from an independent and suitable qualified chartered surveyor of not less than 10 year's post qualification who shall have substantial and recent working knowledge and experience in the removal and decommissioning of equipment similar in type to the equipment of the costs of complying with the Tenant's obligations to repair and reinstate and to include the costs of re-draining the Premises and of complying with any Planning Agreement (the "Reinstatement Cost") and the value of the Equipment (the "Valuation")

3.2. on or before the 10th anniversary of the date of this Lease the Landlord and the Tenant will secure a bond with a reputable bank or open a bank account (at the cost of the Tenant) in the joint names of the Landlord and the Tenant ("Reinstatement Bond Account") on trust for or charged to the Landlord or in such other format as is not caught by the repayment provisions of s238 Insolvency Act 1986;

3.3. the Tenant will pay into the Reinstatement Bond Account the Reinstatement Estimate on or before the 10th anniversary of the date of the Lease

3.4. on the 15, 20th, 25th, 30th and 35th anniversaries and within the 12 months prior to the expiry of the Term the Tenant will ask the surveyor to confirm the Reinstatement Estimate and if it is no longer accurate then the Tenant shall ask the surveyor at the reasonable cost of the Tenant to provide a revised Reinstatement Estimate and if the revised estimate of the Reinstatement Cost is greater than together the sum of (i) the amount then held in the Reinstatement Bond Account and (ii) the revised Valuation then the Tenant shall pay into the Reinstatement Bond Account within three months of receiving the revised Reinstatement Estimate an amount which is the difference between (i) the amount then held in the Reinstatement Bond Account plus the revised Valuation and (ii) the revised Reinstatement Cost.

3.4. within the last three years of the Term the Tenant shall be permitted to draw such amounts from the funds accrued in the Reinstatement Bond Account as are reasonably required to comply with its obligations regarding reinstatement in the Lease and the Landlord shall sign any documents required to enable such withdrawal provided that the withdrawal of funds accrued in the Reinstatement Bond Account shall be authorised in stages of no more than 10% of the Reinstatement Bond at one time

and all payments shall be paid directly to the reputable contractor employed to work for the Tenant following productions of an invoice and the Landlord being supplied with a copy of the contract between the Tenant and the contractor, after each relevant stage of works is completed .

3.5. if the Tenant fails to comply with its obligations in the Lease, the Landlord shall be entitled to withdraw such sum from the Reinstatement Bond Account (and the Tenant appoints the Landlord as attorney to sign any documents required to enable the Landlord to make such withdrawal). The withdrawal of funds accrued in the Reinstatement Bond Account shall be authorised in stages of no more than 10% of the Reinstatement Bond at one time and all payments shall be paid directly to the reputable contractor employed to work for the Landlord following production of an invoice following productions of an invoice, after each relevant stage of works is completed including any reasonable ancillary costs such as public liability insurance and reasonable professional costs in controlling and supervising such works provided however if the reasonable cost of carrying out and completing those work."

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p) Schedule 14 – Protective Provisions – update on the protective provisions, including on-going discussions with affected IPs

Ms Stirling provided an update on the status of negotiations with statutory undertakers regarding protective provisions.

Post Hearing Note

Since ISH1, the Applicant has continued to make progress with statutory undertakers regarding protective provisions. Updates can be found in the Schedule of Negotiations submitted at Deadline 1.

Mrs Beckett asked the Applicant if it had been in contact with Yorkshire Water. Ms Stirling stated that Yorkshire Water have not submitted a Relevant Representation and have not responded about protective provisions. The Applicant has, at the request of the ExA, contacted Yorkshire Water with the aim of obtaining a response before Deadline 1.

Post Hearing Note

The Applicant received confirmation via email from Yorkshire Water on 30 May 2024 that it is "happy with the protections afforded to our apparatus as detailed in Part 1 of Schedule 14 to the DCO". This email correspondence can be found at Appendix 1.

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q) Schedule 15 – Deemed Marine Licence (DML) – update of the Applicant's position on the need for a DML and, if it considers that a DML is required, explain its reasons

Ms Stirling explained that a DML is an appropriate provision to include in the DCO for this Scheme. Section 65(1) of the Marine and Coastal Access Act 2009 confirms that no person may carry on a licensable marine activity except in accordance with a marine licence granted by the appropriate licensing authority. The UK marine licensing area includes the waters of rivers so far as they are tidal. At the point where the HDD cables for this Scheme cross the river Ouse it is a tidal river, which means it is a licensable marine activity.

If the undertaker were to carry out works in that area without a marine licence or without an exemption applying it is an offence to carry out a licensable marine activity without a licence or to breach a marine licence condition (s85(1) of the 2009 Act).

The Marine Licensing (Exempted Activities) Order 2011 sets out the relevant exemptions from the requirement to obtain a marine licence in the 2009 Act. It includes an exemption for "bored tunnels" under the marine licensing area at Article 35 of that Order. However this Order could be revoked in the future and the applicability of the exemption is only judged by the MMO at the time the activities are carries out which could be some years from now.

Therefore, to put the matter beyond doubt, the Applicant has availed itself of the power within the Planning Act 2008 to include a DML within the DCO, and the form of that DML is in a similar form to that found in Schedule 8 of the Cleve Hill Solar Park Order 2020 in relation to works to flood defences, and the Applicant notes that a similar approach has been taken in the draft DCOs for the Gate Burton, West Burton and Cottam solar projects, where they also cross a tidal river with their cable corridor. The Applicant is therefore confident and content that the powers it has proposed are necessary and appropriate in this instance.

		The ExA requested that the Applicant set out its position on the DML in writing in its post hearing submissions, including any supplementary information in a post hearing note, which the Applicant has provided above and below. ***Post Hearing Note*** *In addition to the above, the Applicant notes that it is for the developer to satisfy themselves that the exemption applies, i.e. that the works are wholly under the sea bed, that the works are in connection with a bored tunnel, that prior notification is given to the MMO, and that there are no significant adverse effects associated with the works on the marine area/living resources. Obtaining a deemed marine licence to the DCO application for the works removes all ambiguity as to whether the works are authorised, without having to seek to rely on the potentially subjective exemption post-consent. This increases the certainty for the Scheme which is appropriate to ensure that it can proceed without unnecessary or undue delay, as a nationally significant infrastructure project.* The ExA asked if there had been any further contact with Natural England about the DML. Ms Stirling replied that there had not been.
4.	**Opportunity for Interested Parties to comment on other aspects of the dDCO and raise any matters not covered in item 3 above**	Interested Parties had no further comments.
5.	**Other Matters**	Mr Field asked how Schedule 12 (Documents and Plans to be Certified) of the DCO works in practice. Ms Stirling explained that it is that Schedule 12 is updated during examination. On DCO award, Schedule 12 will include a list of final documents and reference numbers, which are then submitted to the Secretary of State for certification. This ensures that local authorities and third parties are clear which versions of the documents control the exercise of powers under the DCO. Mr Field asked the Applicant which documents were legally binding, such as the Environmental Statement. The Applicant

		explained that the Environmental Statement is a certified document, and will therefore control the development to the extent it is referenced in the draft DCO.
6.	**Close**	N/A

Appendix A Email Correspondence Between the Applicant and Yorkshire Water

Subject: FW: East Yorkshire Solar Farm - Protective Provisions [PM-AC.FID5183022]
Attachments: [redacted]

From: Francis DAVIES [redacted]@yorkshirewater.co.uk>
Sent: Friday, May 31, 2024 2:50 PM
To: Alex Tresadern [redacted]@pinsentmasons.com>; Reuben Thornton [redacted]@yorkshirewater.co.uk>; Roisin Fallon <[redacted]@yorkshirewater.co.uk>
Cc: Amy Stirling [redacted]@pinsentmasons.com>
Subject: [EXTERNAL] RE: East Yorkshire Solar Farm - Protective Provisions [PM-AC.FID5183022]

Hi Alex,

More than happy for you to share the email with PINS.

Have a nice weekend.

Francis

From: Alex Tresadern [redacted]@pinsentmasons.com>
Sent: Friday, May 31, 2024 9:12 AM
To: Francis DAVIES [redacted]@yorkshirewater.co.uk>; Reuben Thornton [redacted]@yorkshirewater.co.uk>; Roisin Fallon [redacted]@yorkshirewater.co.uk>
Cc: Amy Stirling [redacted]@pinsentmasons.com>
Subject: RE: East Yorkshire Solar Farm - Protective Provisions [PM-AC.FID5183022]

Good morning Francis

Further to the below, would you be content with us sharing your confirmatory email with PINS at Deadline 1 of the Examination? Or would you prefer to submit it yourself?

Kind regards

Alex

Alex Tresadern
Associate

[redacted]

[redacted]

For Pinsent Masons LLP

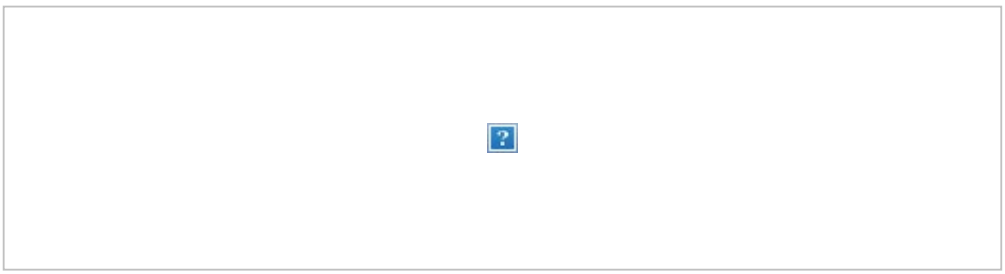
From: Francis DAVIES [redacted]@yorkshirewater.co.uk>
Sent: Thursday, May 30, 2024 4:55 PM
To: Alex Tresadern [redacted]@pinsentmasons.com>; Reuben Thornton [redacted]@yorkshirewater.co.uk>; Roisin Fallon [redacted]@yorkshirewater.co.uk>
Cc: Amy Stirling [redacted]@pinsentmasons.com>
Subject: [EXTERNAL] RE: East Yorkshire Solar Farm - Protective Provisions [PM-AC.FID5183022]

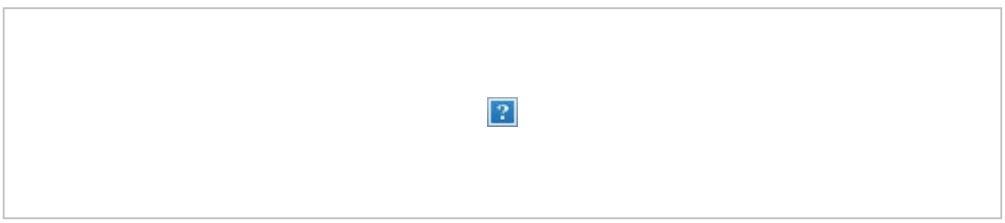
Good afternoon Alex,

Thank you for your email.

The understanding laid out below is correct, we are happy with the protections afforded to our apparatus as detailed in Part 1 of Schedule 14 to the DCO.

Kind regards





From: Alex Tresadern [redacted]@pinsentmasons.com>
Sent: Wednesday, May 29, 2024 2:28 PM
To: Reuben Thornton [redacted]@yorkshirewater.co.uk>; Francis DAVIES [redacted]@yorkshirewater.co.uk>; Roisin Fallon [redacted]@yorkshirewater.co.uk>
Cc: Amy Stirling [redacted]@pinsentmasons.com>
Subject: RE: East Yorkshire Solar Farm - Protective Provisions [PM-AC.FID5183022]

Thanks, Reuben.

@Francis DAVIES – please could you confirm that our understanding is correct, i.e. that the fact that Yorkshire Water has not submitted a Relevant Representation for the East Yorkshire Solar Farm project means that it was content with the protections afforded to it by the standard protective provisions for water undertakers at Part 1 of Schedule 14 to the DCO?

Kind regards

Alex

Alex Tresadern
Associate

[redacted]

[redacted]

For Pinsent Masons LLP

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From: Reuben Thornton [redacted]@yorkshirewater.co.uk>
Sent: Wednesday, May 29, 2024 11:31 AM
To: Francis DAVIES [redacted]@yorkshirewater.co.uk>; Roisin Fallon [redacted]@yorkshirewater.co.uk>; Alex Tresadern [redacted]@pinsentmasons.com>
Subject: [EXTERNAL] FW: East Yorkshire Solar Farm - Protective Provisions [PM-AC.FID5183022]

Alex & Roisin

This one is a scoping application that was done by Francis Davis. He should be able to answer any questions you might have.

Kind Regards

From: Alex Tresadern [redacted]@pinsentmasons.com>
Sent: Wednesday, May 29, 2024 10:31 AM
To: Roisin Fallon [redacted]@yorkshirewater.co.uk>
Cc: Amy Stirling [redacted]@pinsentmasons.com>; Marianne McCallum [redacted]@yorkshirewater.co.uk>; Reuben Thornton [redacted]@yorkshirewater.co.uk>
Subject: RE: East Yorkshire Solar Farm - Protective Provisions [PM-AC.FID5183022]

Hi Roisin

Thank you for the below.

Reuben – the Planning Inspectorate's reference number is EN010143. Please could you let me know if you are able to provide the requested confirmation below?

Kind regards

Alex

Alex Tresadern
Associate

[redacted]

[redacted]

For Pinsent Masons LLP

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From: Roisin Fallon [redacted]@yorkshirewater.co.uk>
Sent: Wednesday, May 29, 2024 9:03 AM
To: Alex Tresadern [redacted]@pinsentmasons.com>
Cc: Amy Stirling [redacted]@pinsentmasons.com>; Marianne McCallum [redacted]@yorkshirewater.co.uk>; Reuben Thornton [redacted]@yorkshirewater.co.uk>
Subject: [EXTERNAL] RE: East Yorkshire Solar Farm - Protective Provisions [PM-AC.FID5183022]

Hi Alex

I comment from a land interest perspective i.e. tenants and YWS current land use and future.

Please could you advise Reuben of the planning reference number so he can check whether they have commented in respect of this.

Kind regards,

Roisin

From: Alex Tresadern [redacted]@pinsentmasons.com>
Sent: Tuesday, May 28, 2024 11:30 AM
To: Roisin Fallon [redacted]@yorkshirewater.co.uk>

Cc: Amy Stirling [redacted]@pinsentmasons.com>
Subject: East Yorkshire Solar Farm - Protective Provisions [PM-AC.FID5183022]

Dear Roisin

I hope you are well.

By way of introduction, we are the legal advisors for East Yorkshire Solar Farm Limited, the Applicant for the purposes of obtaining a Development Consent Order (**DCO**) for the East Yorkshire Solar Farm project. We understand that you have had brief correspondence with the project team regarding the section 56 consultation, and we have been passed on your details following this.

The examination of this project commenced on Tuesday 21 May and on the same day an Issue Specific Hearing on the DCO was held. During this hearing, we stated to the Examining Authority that, following initial discussions with Jim McGlade and Reuben Thornton at Yorkshire Water, we understood that the fact that Yorkshire Water had not submitted a Relevant Representation for this project meant that it was content with the protections afforded to it by the standard protective provisions for water undertakers at Part 1 of Schedule 14 to the DCO.

The Examining Authority asked us to contact you to confirm that this is indeed the case. Therefore, please could you confirm that our understanding is correct?

We would be happy to discuss further, if required.

Kind regards

Alex

Alex Tresadern
Associate

[redacted]

[redacted]

For Pinsent Masons LLP

award icon

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