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 10 April 2024

By email only: vikingccspipeline@planninginspectorate.gov.uk

Dear Sirs

**Application by Chrysaor Production (UK) Limited (the "Applicant") for an Order granting Development Consent for the Viking CCS Pipeline
 Our Client: Driver and Vehicle Standards Agency ("DVSA")
 Responses to Second Written Questions (ExQ2)**

We act for DVSA, an Interested Party, in this matter.

Further to the Rule 17 letter received on 6 September 2024, we apologise for the delay in responding to the Second Written Questions and we set out responses as follows:

	Question	DVSA response
2.5.28	The Applicant stated at ISH3 [EV9-004] that a side agreement is being drawn up that fixes a mutually beneficial position between the Applicant and the DVSA. The implication of this is that the dDCO does not need specific Protective Provisions written into it in order to protect or otherwise provide for the relocation of the DVSA should the pipeline not take the preferred route. Set out fully your views on this.	<p>DVSA confirms that no Protective Provisions need to be included in the dDCO in respect of DVSA's site.</p> <p>The Applicant has confirmed to DVSA that the pipeline will <u>not</u> be routed through DVSA's operable site such that DVSA would need to relocate. Furthermore, Article 41 of the dDCO prevents interference with land belonging to a government department without consent. As a result, the dDCO does not need to include provision for DVSA's relocation.</p> <p>DVSA has agreed Heads of Terms with the Applicant for an Option Agreement and Lease to formalise the Applicant's use of DVSA's land.</p> <p>DVSA maintains its objection to the pipeline being routed through the operable part of DVSA's site. DVSA will be able to withdraw its objection once either:</p>



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		<ol style="list-style-type: none"> 1. An option agreement is entered into by DVSA and the Applicant, the terms of which ensure that the Applicant's works will not affect the operable part of DVSA's site; or 2. The Order Limits are amended so as to exclude the operable part of DVSA's site.
2.7.14	The Applicant indicated at ISH2 that Protective Provisions would not be needed with this Affected Person as matters would be dealt with by way of a private land deal. Can this be confirmed by both parties?	<p>DVSA confirms that no protective provisions need to be included in the dDCO.</p> <p>DVSA has agreed Heads of Terms with the Applicant for an Option Agreement and Lease, which are expected to cover all necessary terms.</p>

Yours faithfully



Veale Wasbrough Vizards LLP