



## Hearing Transcript

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| <b>Project:</b> | H2 Teesside                                      |
| <b>Hearing:</b> | Compulsory Acquisition Hearing 1 (CAH1) – Part 4 |
| <b>Date:</b>    | 13 November 2024                                 |

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# TRANSCRIPT\_H2TEESSIDE\_CAH1\_SESSIO N4\_131124

Wed, Nov 13, 2024 5:58PM • 45:49

Thank you very much. Everybody. The time now is four minutes to four. I'd like to welcome everybody back to our next session with God to compulsory acquisition. Can that case team please confirm everybody who wishes to be here has joined back, and that the live stream in a digital recording has three comments, please. Thank you. We're going to commence with Item five, I believe so to Mr. Sims. Thank

you very much. I'm again a couple of times I've mentioned I am conscious of time. So we will, we will be brief, but we will also not skirt issues if we need to discuss them. So please bear that in mind. And if there's anything that, as I say, we've said before, has already been submitted that we can read, please direct us to that in your response. So I'm going to go on to Item five and just cover the two or three first bullet points, probably in one go to the applicant, just very briefly. Is there anything that we haven't covered in items three and four, relating to progress on land, matters that you would like to highlight at this point?

Very would Thorpe put on behalf of the applicant. So no, thank you.

Bullet points two and three, I'm going to take together if you would be able to just update us on any specific item negotiations where you haven't been able to progress discussions out with what we've discussed today, and also summarize the steps that you are still taking in terms of identifying unknown parties or interests. Bearing in mind we have had some discussion today to suggest that there are still evolving information about rights.

Sir Harry wood Philpot, on behalf of the applicant, I don't believe there are any parties other than those we've discussed already in relation to items three and four where we've got any update. I'll just look to my left to check whether that is right. And so if I go on to unknown parties or interests in respect of unknown interest, the applicant's been conducting ongoing investigations, including reviewing and refreshing land registry data. And we will, of course, update the book of reference with any newly registered interests. Additionally, as part of a belt and braces approach, we've erected unknown land notices at unregistered land plot locations, in conjunction with the change notification consultation to invite any potential land interest to come forward with evidence of ownership, and these are being

maintained on site throughout the examination process. So so that that's by way of update from response to the third bullet point, yeah.

Thank you very much. I did expect item five to be reasonably brief, but is there any other party that would like to make any comment on Item five being regarding the book of reference, the schedule, statement of reasons, land plans, diligent inquiries and any other updates? I No. Thank you for checking page two on the screen. That's very helpful. Thank you very much. Okay, so we've gone to item six. So Item 6.1 in the issue specific, hearing one, we examined the design principles in progress, and submissions have been made in deadline. Two, as we've mentioned, the applicant has advised that detailed designs are yet to be finalized, and these will not be finalized until post consent if given the ESA needs to be clear that the rights granted by the development consent are legitimate, proportionate and necessary. We're grateful for the documents delivered in deadline two, which we mentioned today, which gave further explanation about corridor. Wits notwithstanding this and in the light of some of the discussions we've had today, can you just explain what the potential for a reduction in the land and rights proposed to be acquired is, whether there's any further likelihood within the examination period.

Very wood Philpott on behalf of the applicant. So I'm conscious that when one looks across items six, one and two and Item six and. Five which I know we're not covering today. There are a number of issues which interrelate there. And what I was proposing to do is, in answering the first sub item, I'll be making some general points which would also be relevant in relation to those further items, and that the starting point is the principle that we discussed in the first issue specific hearing, which is that a DCO for development of this sort is generally brought forward, not on the basis of a detailed design, but on a parameters based envelope approach that's taken account of environmental sensitivities and wherever possible existing land uses, the applicant has a good understanding of the land and its constraints, but is yet to carry out ground investigation and detailed design, And as we've explained, requires a level of flexibility in the DCA to ensure the proposed development can come forward, and clearly, if that flexibility were removed. Now, the implication of our case is that the Secretary of State would be granting consent for a project which would be not only more constrained, but one where the constraints might actually put implementation significantly at risk, in the submissions put in after issue specific hearing, one in the interrelationship document and the order limits with note the applicant has explained the constraints that exist to being able to reduce the order limits further at this stage, but they also indicate how there is potential for reduction once those technical constraints and the requirements of third parties are understood. So for example, which side of an existing pipeline, the new hydrogen pipeline would go and also bottoming out the position in terms of the what's known as the cowpen Bewley coffee cup handle. Those matters should also be seen in the context of the way that the DCO is drafted. And as I explained that the DCO allows for the applicant to access land using temporary possession, first build the necessary infrastructure and then utilize the compulsory powers, whether it's rights or the acquisition of freehold, based on the scheme as built. And that's a common approach in DCOs that have been made to date, and it is inherently proportionate, because it ensures that the land and the interest that are ultimately acquired are no more than is ultimately known to be needed for the project, so they are as limited as they can be. The alternative would be to oblige the undertaker to acquire more land than will ultimately be required at an earlier stage, and for that land to be identified

on a precautionary basis, given the design that has been the level of design that has been developed, and that's plainly undesirable, not just from the applicant's point of view, but also from the point of view of the affected persons and the public interest more generally. It's also important to understand this issue in the context of articles 22 and 25 which are the sources of the power for acquisition, and they make clear that the applicant's land powers may only lawfully be exercised for the same reasons as are required by Section 122, I, as required for The authorized development or to facilitate it, or as incidental to it. And so in those circumstances, any third party would be able to challenge the exercise of those powers, if the applicant was exercising the power in a way that went beyond the ambit of that article, an article 25 equally applies to the acquisition of existing rights, which is Article 62 and the extent of the order limits, as I've sought to explain already, needs to be seen and understood in the context of the protective provisions and any side agreements which provide those with apparatus or other matters which require protection, such as access to be considered and dealt with in the exercise of the powers contained in the DCO and the required liaison, and where relevant approvals under the protected provisions will take place as. Part of the process of detailed design, ensuring that relevant parties have a proper opportunity for input as part of the process through which the powers of compulsory acquisition would be exercised. And that reflects a common approach in DCOs, and the applicant is not sought to go beyond that. And as far as the applicant is aware, no other DCO has provided for a secondary external control to the exercise of the compulsory powers once they've been granted above and beyond those which I've described already. Finally, it should be noted that the applicant is commercially incentivised by the statutory compensation scheme and agreements reached with interested parties and affected persons, both to minimize the amount of land it compulsorily acquires and to minimize the disruption to and disturbance of others enjoyment of their land, and that applies with particular force in circumstances such as these, where the order lands include so many valuable commercial uses, and even today, you've heard examples of the potential cost implications of a disruption caused to some of those uses and it's also important to keep in mind the significant extent to which the proposals in the development consent order and thus the land proposed to be subject to compulsory acquisition and temporary possession have been shaped by the responses received consultation by interested parties. And rather than go through those examples of those. Now what I'd propose, if it's satisfactory, is to give some examples of that in the post hearing note, so you can contemplate those, and if you wish, ask questions about them. The other point I would make in this context, because it is related, goes to the the approach to the extinguishment or interference with rights, and similarly, that is that that is A an approach which, like the compulsory acquisition powers May, at an initial glance, appear relatively blunt, but one needs to appreciate the refinement that is introduced, both through protected provisions that will be on the face of the order and private agreements that will be reached with individual parties. And if one didn't take that approach, the broad power but restrained in that way, there would effectively be two alternatives, one which is to attempt what we say is an entirely impractical exercise of seeking to detail on a plot by plot basis, at this stage, precisely which rights and easements and so on would or wouldn't need to be interfered with them. To what extent we say that a that's not a practical exercise because of the complexity and number here and the stage to which the development is reached, or something which is necessary because an alternative exists, which is the approach we've described, which is adequate, and through examples such as net zero, Teesside, has been found to be adequate to ensure that the ultimate powers granted are proportionate and would not lead to unnecessary loss. And the words that we use by one of the affected persons, the interested parties earlier today was in respect to their interest. I think it may have

been semcour, an intricate web of rights in relation to their particular corridor, which is a neat way of summarizing, just within one part of the land what would otherwise have to be done. The second alternative would be to be unable to extinguish or override rights where necessary, which would jeopardize the timely implementation of the project, because every time you came to a right which, if exercised or insisted upon, could thwart the project, you'd have to go through a separate process of negotiation which is incompatible with timely implementation.

So far as further reductions are concerned, I'm not currently aware of further reductions which are proposed. But of course, if that becomes possible, we would seek to achieve that, but I'm not currently aware of any to identify. So that's what I was going to say in relation to a. Um, Item six one. But as I've indicated, that has implications also for some of the other items. Yeah, absolutely.

And I think that it covers some of the parts of six two, in terms of in terms of extinction, and also, I want to just say in terms of the agenda, I appreciate that extinguishment is regarding to compulsory acquisition of freehold and suspension is in relation to accession of rights. Just wanted to be clear that we understood that, I think before I ask for any other comments from any of the other parties, and I think we'll take items one and two together, because I think it's a I think you're right. Mr. Phil, what do they broadly are the same? Could you in terms of the the the articles that you referenced, in terms of the DCO, and I appreciate your point about broad items in the DCO coupled with protected provisions. Is there anything that's coming out of the protected provisions that is so common that it would be worthy of that being in the DCO and things. There's two things to spring to mind. One is, we've talked about the development of the the the detailed design, and at some point you will know, as you've already intimated, Mr. Philpot, how much land you actually need to take. You know it might not be 100 meters. It may be the 30 meters or 37 meters. You will know that at some point, and I accept that you don't go through a further iteration of the CA But is there at that point a clear ability to inform and negotiate and detail that to the affected parties. And is there a time scale that is worthy of consideration in the DCO, potentially, or a process within the DCO? And in a similar vein, I think one of the things that I'm uncertain with and you could either point me to it or correct me. In terms of suspension of rights, in particular, I can't see where the actual mechanism is clear, how that suspension actually works in terms of how you only suspend the amount you need to rather than the entirety of the plot, how long that suspension lasts for, what happens at the end of the construction when those rights are unsuspending, and then what rights are required during maintenance, after construction? And either I'm missing where that is shown, there's not enough clarity, or it is hidden within protective provisions and negotiations. And I wonder whether, if it is that general, it would potentially answer some some of the many points we've had today about suspension of rights.

So Harry would probably on behalf of the applicant. So I've made a note of those points clearly it would be better to check and give you chapter and verse in respect of the suspension of rights point and just give you a written note.

I think that would be really helpful for all of us, if we had a step by step process of how the suspension and re establishment of rights were to work, and the extent of them post detailed design. So I think so that we're really clear, and then I think we it gives the opportunity to say, does the DCO or the draft DCO actually reflect that, or is there a need to tighten that up? Because I think it is a real generality, and I wonder whether relying on individual protective provisions may potentially be, we may be able to cover that in the DCO So, but don't, don't feel that you need to answer that now, please go in, because

we'll give you a chapter versus but just by way of a sort of indication of where the generality of the position is dealt with in Article 26 four, it explains, subject to the provisions of this article, all private rights or restrictions over land of which the undertaker takes temporary possession under this order are suspended and unenforceable for as long as the undertaker remains in lawful possession of the land, and so far as their continuance will be inconsistent with the exercise of the temporary possession of that land. So there's both a temporal limitation built in there, but also an explanation that effectively, if the continuance of those private rights and restrictions are not in. Distant with the exercise of the temporary possession, then they are not suspended.

So I'm glad you pointed you raised 20, 641, could read that. And I know we've had the discussion about you can invoke temporary rights on ca, acquired land, one could read that that that is in relation to areas colored yellow on the plan one could do, however, because the the areas colored blue don't have a reference to their temporary nature in so much as they reflect point four in Article 26

Yeah, what I'm told is that what the reference to takes temporary possession reflects the exercise of the temporary possession power. That's my understanding. But I think so, rather than dealing with it in indeed way, I understand the question, and we'll take that away, and we'll give you, as I've said, chapter and verse in writing, similarly in terms of the question of whether any further controls or provision of information in respect of Exercise of Rights. Needs to move from protective provisions to the generality of the DCO. That's a matter on which, obviously I would need to take instructions before giving an answer in any event, so we'll take that away, and we'll come back to you in writing in respect of that suggestion. But what I would say is that I'm not aware of anything in this case that would justify an exceptional approach. And of course, where new rights are created, there is a process for ensuring that those are registered and people are informed that will again, we can provide you with a written response, which both deals with the question of principle, but also if that invitation is not taken up, can explain why it's not taken up. Yeah,

and hopefully that will explain cover the items that have been highlighted already during the day, and what I've explained, I think, as a number of times, I suggested to parties that were commenting that we would cover their points on suspension or extinction of rights. At at this point, I would like to open it up to other parties to either make additional comments that I've on top of what I've made, or any responses to Mr. Philpot. So I will just ask in the room if there's anybody that would like to make any additional comments. No. And virtually, if there's anyone that would like to please put your hand up and

turn your camera on. Okay, oh, Mr. Mr. Nesbit. I, as I said, I put you off five times. I think so. I'm pleased that you've come back.

Thank you, sir, I think perhaps helpfully so in this respect, because that that was a useful exchange for us to understand the position I speak across all of the clients that I've made representations for today that they all have similar issues in terms of rights potentially being extinguished and overridden. I do on reflection, wonder how helpful it is to go over the specifics of those when they have been raised in relevant representations and identified, particularly as we've got some way to go with protected provisions, which quite fairly Mr. Philpott explained, would be expected to manage a number of these issues on a client by client basis. So unless it particularly helps the authority, the examining authority. I I'm inclined not to go through that detail now but, but I'm in your hands. I'm very happy to do so across each client. But I wonder if it's going to actually assist I

my feeling, Mr. Nisbet, is that there's going to be some commonality of what we've already discussed across not only your clients, but another clients. And that's that's been reflected in written and relevant reps that we have received, which is why I try to summarize it generally, as I have done in that question to the applicants. So I think a. Um, in all honesty, I think highlighting the individual issues of your clients probably won't add any more information to the topic that we've already discussed. I think there's a general either concern or misunderstanding or lack of understanding about how those rights will be extinguished and suspended. I think we again for clarity. I think we just need to make sure that we're clear that some are going to be extinguished and some will be suspended, and I hope that the fulsome explanation of how the suspension will happen and come back in and also just for reiteration and the extent of that post, detailed design, how that would actually be seen to people and parties, will be helpful, and we can, we can resume that discussion again, if we really have to, In the potential second compulsory acquisition hearing.

Thank you, sir. On that basis, I have nothing further to add.

Thank you very much. That's very kind. Thank you for that. I was expecting that discussion to take the time it did. So thank you for your responses. In particular, Mr. Philpott, I'm going to item 6.3 we've spoken a couple of times about construction compound locations, and a number of parties are still have raised issues about temporary compounds. Can you just explain for clarity, the the alternative process for for reviewing where construction compounds could be and and how you've arrived to the locations you have bearing in mind a number of parties that are still suggesting that there are better options. And if you could just outline the approach to the alternatives for construction compounds, please,

sir. Harry wood Philpot, on behalf of the applicant, I'm going to ask Mr. Ibrahim zaadi to respond to this. Thank you.

Thanks. Ibrahim zo speaking on behalf of the applicant, I will provide the general overview of our philosophy to assess assessing the alternatives and some of the the decision factors that we've taken into account in arriving at the construction compounds that we're showing within the order limits, and if required, I can go into line by line detail for each construction compound.

I think, I think bearing in mind the time, I think a generality will be, and if there's any residual concerns, we'll ask for the detail for each one subsequently. Thank you.

Thank you, sir. Was that I would like to pre taste this with all that, the commercial discussions with the landowner of the construction compounds is still ongoing, and there's a number of our general philosophy in terms of choosing these construction companies is that they've performed the number of site surveys across the order limits as part of the ongoing design development to date to identify the most suitable construction Lay down areas. And that's largely based on ensuring, first of all, safe and also costly and timely deliver of the construction program by making sure that the chosen construction lay down areas are in proximity to the to the construction corridors, the construction right of way, corridors that they intend to serve. And then the other general philosophy that we've employed is that, and some of this is subject to ongoing commercial discussions, is with regards to synergies with the other proposed developments in the area where there is physical overlaps but temporal misalignment. So we can, we can look into subject to commercial agreements, potentially sharing some of the construction compound areas the if I maybe point out a couple of them, the consultation is clearly ongoing, as we've seen from this extensive discussion On the main side construction compound on the SDG land, and think most parties will be making written submissions with regards to the alternatives that are in discussion, and not as to why they're not acceptable, with regards to safety risks that they bring forward, along with the other implications for the construction program and costs the the other area where consultation is clearly ongoing is the area that was identified for compound modules, policies, modules laid down area on the RBT land, which is proposed to be removed and is part of a change application so. Yeah. And along similar lines, the other area where, clearly the consultation with the affected part is an interested part that is still ongoing is the Wilton international compound, where, again, as part of the change request that's currently being consulted on, there is a refinement proposed to that following consultation with the affected parties and neighboring sites. And then the other submission document that I want to briefly touch on is that we've also explained some of this rationale in the in our in one of our responses to the first written questions in examination library document direct to zero to four in our response to question one point 6.65. Where we've set out some of the an explanation with regards to the extent of the area that's required for construction compounds, and what we're planning to cover, or the equipment and the layout we're looking to to have in those construction compound areas. I can read out some of the responses from the question

we've read. We've read those responses, so we don't need those to be read out. Thank you. On Just on that point, Mr. Dag, your response to responses to questions, one point 6.65 said that there was still alternatives on that land. Is that still in discussion, or is that now being resolved?



Stephen DAG, on behalf of some work, so our understanding is that there are other sites on site which would be equally suitable. I think the thrust of our question was how and why that site had been chosen in the first place.

Okay, thank you. Well, hopefully, if you could give us some more detail to make sure that we're clear that those, those those areas of land that you're proposing for site are are progressing with the negotiations then unlikely to change.

Thanks. Ellery bramsa, speaking on behalf the applicant, I think if I take it in reverse order with regards to the extent of the or the width of the construction laid down area, I'll refer back to my previous response with regards to the consultation that we've had with the affected parties, including Anglo American SADC, where we've we've come to the conclusion that they this scheme would be deliverable from a defined within a defined construction laid down area, and it would also enable us to significantly reduce some of the overlaps with the adjacent facilities. We have also considered, as part of the ongoing design development, or previous design development, we have also considered a number of alternative locations within the built in international estate that Mr. Tak is referring to, and we'd be happy to provide a short explanation, or written not on those in a in a submission. I think

a short explanation in response would be, would be very helpful on those sites. Thank you. Does anybody else have any comments about the temporary construction compound sites and locations and alternatives. No. Thank you very much. Very briefly on item six, four, we asked in our question, one point 6.62, about severance and serialization. I just wondered if the applicant had any update on the small number of areas where there was a suggestion that there was ongoing discussion about potential severance,

sir, yes, Harry would fill pot on behalf of the applicant. Before I do that, I noticed at the end of item six four, there's a query as to whether the reply that was given to this written question included consideration of severance of interest, and told that it did okay,

I can. Was going to cover that after the my initial question. So

dealing with those, those that we did identify in response to that question, the applicant remains engaged both with national grid electricity transmission and get and also with Navigator terminals, with regards to the plots that we referred to and dealing with Navigator terminals, first, the applicant discussed the Potential severance of plots, 1156 and 1166, during a meeting on the eighth of November with Navigator terminals and the potential remedies that may be available within the

commercial agreements being negotiated between those parties, I'm told the meeting was productive and. Applicant is hopeful that this will be able to be addressed by agreement. So far as enget is concerned, there was a meeting with enget On the 11th of November to further discuss the size and location of the AGI that is proposed in plot 319 so that is subject to ongoing discussion. No other parties are expected to be severed by the proposed development. And as we've made clear we think any concerns about access during construction are manageable.

Thank you very much, Mr. Henderson, I noted in the question that about your response at deadline three that some of your interests may be sterilized. Is there anything in addition to what you've already said that you would like to comment on here.

Thank you, sir. No further comments.

Thank you very much. Has anyone else got any further comments about sterilization of land? It was covered in a question. Thank you very much. I have no further questions in terms of item six. However, there is just enough time to ask if there's any questions from any other party in regard to the intended use of land, alternative, right, sort, proportionate and necessary. Bearing in mind, we have covered quite a lot of that ground today, if there is any other further comments that we haven't covered, please raise your hand. Excellent. Thank you. So item seven, we covered, as we said we would, the statutory undertakers within Mr. Pease resume of the alphabet. Is there anything further that we haven't covered, with regard to statutory undertakers that we need to cover here, Mr. Philpott, Howard

Philpot on behalf of the applicant, so the only parties that we, I don't think we did cover in the earlier item in item four is open reach and Vodafone and potentially Network Rail, yes, and we can, I can deal with Network Rail, technically open reach and Vodafone are not statutory undertakers, but in any event, they are covered by the protected provisions for electric electronic communications code operators that are included on the face of the DCO, and we haven't had any comments from them to date. Thank you. If there are any, we'll pick that up. So far as Network Rail is concerned, schedule 21 of the draft DCO provides protected provisions for the protection of railway interests, we have asked Network Rail if it requires any bespoke protective provisions, and we've done that, I'm told, on numerous occasions, but we've yet to receive a response. So again, if they come back with any comments, we'll we'll listen to those. But at the moment, there's nothing further to report beyond what we've already put in.

Thank you very much. I know we have no none of those people listed, unless there's any other comments from regarding PDC support or cats North Sea that we haven't covered. Bear in mind, their representatives are here. No no videos going on. That's fine. No worries. Thank you very much. I have remembered that I suggested that seven two and seven three would be deferred to written responses. I'm very happy for that. They're both in relation to Crown land. The only thing I would say is that we were introduced to members from Stockton apontes in relation to common land. I have no questions

myself about the common land item, but if people that are registered to speak would like to make any comments or ask any questions about the special land. I didn't mean common land. I meant special land. Apologies. Please let us know by raising your hand and putting your camera on.

I take that as a resounding no, thank you, and that's absolutely fine, in which case is there any other points that we would anyone would like to make in terms of item seven on Crown interests actually going to take a special category, land funding and other matters that I haven't asked? Excellent. Thank you for. Very much. You'll be very pleased to hear that I'm not going to speak much from now on, I'm going to pass over to Miss Bennet Matthews, to take us in and maybe even bring us in before five o'clock. Who knows? Thank you very much, Mrs. Bennet Matthews,

okay. Item number agenda. Item number eight, thank you, Mr. Sims, at this stage the examination authority doesn't have any further questions to ask. However, there is now an opportunity to comment on anything which has not been covered thus far. Please do not see this as an opportunity to repeat statements or points which have already been made. Firstly, can I ask the applicants if they have any additional comments or points regarding compulsory acquisition for temporary possession matters?

Madam, no, not at this stage. Thank you very much.

Okay, thank you so much. Can I ask any of the affected persons or any other interested parties, whether they have any comments to make regarding compulsory acquisition powers at this stage. No, I haven't had an indication from anyone on those points. So thank you. I will hand over to Mr. Butler for oh, sorry, bear with me. There is another agenda item. I'll just cover agenda item nine, which is any other business, starting with any other business. Are there any other matters relating to compulsory acquisition which haven't been covered,

not from the applicant? Adam, thank you.

Okay. Thank you very much. Is there any other business relating to compulsory acquisition matters? Okay, from the effective persons I was going to ask. Okay, so we'll just move on to Item agenda 10. Then I'll hand over to Mr. Butler.

Thank you very much. Just in terms of action points, I don't have any specifically listed down. Other than that, there's a note, sorry that the applicant's going to provide a so it's putting Yeah, the applicant's going to provide a written response to the points raised by Mr. Sims in relation to item 6.2, and you made a note of that those Mr. Philpott and then Mr. Ibrahim Zaidi, you were going to provide a note with regard to construction, temporary construction sites, full of further explanation. I've got that as well. And

then obviously we deferred those four items to submission at deadline for I believe it was that we've, we've deferred from this agenda. But that is it. Have I missed anything in terms of action points that people believe those got to follow up on? Mr. Henderson,

thank you, sir. Tom Henderson, for STG, I appreciate this is very much a matter for you, not not for me to say, but just to recap that we have requested updates to the interrelationship document and to the order limits document to respond to the additional level of detail that we're seeking. And I'd suggest also be useful for that document to reflect the change to the order limits that's been pushed through, because it predates those. So obviously we appreciate that's a matter for you, but that's something we would like to see if that's an action point you can consider. Okay, does the applicant want to respond on that point? Well,

so that that is one of a number of things that interested parties would like to have. We've made a note of the point. The action points that have arisen from you and your colleagues which we agree with. We think those are the ones that have emerged from the hearing. It's up to STG and other parties to push their other points through submissions. And of course, it's a matter of you and your colleagues which of those you wish to take forward for written questions or other requests. So I don't propose to go into that. No,

that's fine. What I'd say, Mr. Henderson, is, we'll look at that and keep it under review. We've obviously got an option to include something as a written further written question at on the 28th of November, which is where we're issuing our further written questions. There is a deadline between now and then, so if you wanted to follow up with your comments in writing, we can consider whether or not to extend that request forward to the applicant. Now further written questions, but I'm not going to make it an action point at this point in time, if that's okay. Anybody else in terms of action points, just looking in the room, there's nobody, and looking online, I'm getting no indication. So I'm going to move on to the close. You're hearing. I'd like to thank everybody for their participation today. It's been extremely helpful and useful to us. Once again, I'd like to thank all parties here today, actually, physically here today. I'd also like to thank those that have watched the live streaming, and also for those that are bothering to watch the digital recording after it's made, published or online. The time now is 1641, so 441 and I declare this compulsory acquisition hearing into the proposed h 2t, side project now closed. Thank you. Applause.