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Hearing Transcript

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It is now 10 past 11 and resuming session two of this issue specific hearing into the development consent order,

I noticed that Mr. Henderson has now joined us, so I'll just invite him to introduce himself, who he's representing,

and I'm assuming it's the same articles as your colleague said you wanted to speak on so but would you like to introduce yourself? Thank you, Sarah, and sorry I was a bit late this morning. My name is Tom Henderson. I'm a partner solicitor at the law firm, BDB, pittmans representing, STG.

Thank you very much.

Right? So we've got to the point in the agenda where we're just going to start going through the the articles, having heard from climate Emergency Planning and Policy already

on their two questions, what I'm going to do is I'm going to go through each one, and I'm going to ask people if they have anything to say in relation to those articles. Most of the questions that I had related to this were answered in response to first written questions. So it's massively reduced the number of questions I've got to ask

if I say I have no further questions at this time, it doesn't mean I haven't got any further questions full stop. It means that I will follow up in writing with any further questions I might need to add so but that will be at

second written questions. So

starting with the articles and the citations above, part one, I have no further questions, but I would ask whether any local authorities or other interested parties have anything they want to say about the citations above. Article, a part one of Article. Of the articles,

I'm getting no indications, either in the room or online. So I'm going to move on to

part one, preliminary, preliminary and Article One citations and commencements and again, this is going to be a familiar theme, but I have no further questions at this time. But does anybody have anything they want to say about Article One,

so it's local authorities or interested parties and or interested parties in the room. I've got nobody indicating and nobody indicating online.

And then moving on to Article Two, I have a question regarding

i I'll just read what I've written. So I note that application guide and design and access statement are included in schedule 14, which are documents and plans to be certified. But there's no definition related to these documents in Article Two, unlike other documents included in schedule 14. So my question is is, should application guide and design and access statement be included in this article?

So if I may, Harry with Phil, but on behalf of the applicant, so far as design and access statement is concerned, my suggestion is that because, as I understand it, the only reference to design and access statement in the current draft is to be found in schedule 14, and schedule 14 is proposed to be amended, as you'll have seen from our written response, so that the design and access statement is going to be taken out, because, in fact, it's not referred to elsewhere. That would obviate that would effectively remove the need to consider the issue in relation to that document. So far as the application guide is concerned, my initial response would be that, given that this is a certified will need to be a certified document. On the face of it, the certification process would would mean that it probably isn't necessary, but whether there's any, whether it would, whether there's a distinction between that document and the others, I'd like to take that away and take instructions on that, and we can perhaps respond in writing. If that's acceptable, that's fine. I'll mark that down as an action point, then for you to respond on that item, just bear with me while I sort myself out.

Okay, so on a similar vein, I've noticed that the Indicative lighting strategy op.

Operation is included in Article 44 and defined in Article two interpretations. However, the Indicative lighting strategy construction, whilst being listed in Article 44 isn't listed in Article two interpretations. Can the applicant confirm that? That's because the Indicative lighting strategy construction is an annex to the framework construction Environmental Management Plan, which is listed in schedule 14 and article two interpretations, seriously, can I just check out understanding the question in Article Two on page seven of the draft the Indicative lighting strategy construction is defined and as is the one for operation. And just wanted to make sure I'd understood your query as to where,

as to where else it might necessarily be included. Just want to make sure I follow the point and just follow just bear with me for a second. Maybe I phrased it wrong. Oh,

I see,

yeah, do and we add that.

I see, yeah, so I'm assisted by those to my right, for which I'm grateful. It is as I understand it, because it sits as an appendix to the framework construction environmental management plan, that that is the reason why that is not necessary. Framework construction environmental management plan is one of those documents that has to be

certified. It's also defined at the top of page seven, so I understand that's the reason for the distinction between those two. That's that's fine. It's pretty much what I assumed. But I just want to ask, ask the question,

the follow up to that then is, I've noticed that Annex A and Annex B to the framework Construction and Management Plan, which has the outline site Waste Management Plan and the outline water management plan.

They they are listed.

But should they be listed then, if they form part of the construction environmental management plan? So for the same reason, if they're excluded, if we're excluding

the

Indicative lighting strategy for construction,

then shouldn't we also, because it's an annex, shouldn't we also be excluding The other two documents as well, rather than listing them? Sir Harry Bucha, on behalf of the applicant, that when one looks at the definition of the Indicative lighting strategy construction and the two outline management plans to which you've referred, the Waste Management Plan and the water management plan, the drafting respect of both follows the same approach. So in neither case does it contain the additional words that are used in relation to the operation plan, reflecting the fact that they are as a the definition identifies appendices to the framework, construction, environmental management plan, so we think that there is a consistency in terms of the way they're addressed. Okay, that's fine. I just wanted to get an understanding of that so and see whether or not there was was a difference. But I'm happy with your explanation. So thank you very much. Does anybody else want to say anything in regard to that specific item?

Okay, so just wider on interpretations in Article Two. Does anybody have any concerns with regard to any of the definitions or interpretations set out in Article Two, either in the room or

online?

I get no indications on either.

Sorry, sir. Sorry, Mr. Henderson. Tom Henderson, for STG, we have raised in our relevant representations a query about the extent of the admitted preliminary works,

which I think we were sort of waiting an answer to from the applicant as to why that was wider than the net zero T side scope of permitted preliminary works. But with a view to trying to resolve that matter, we've noted the applicant's

response on this matter in in relation to requirement 15, where there is a i.

Management plan for permitted preliminary works.

Our request, in fairness to the applicant, this is a new request, so we'll obviously await their response, but our request would be that STG is a consultee on the management plan for permitted preliminary works, which is to be approved by the relevant local planning authority.

Did you say that's a fresh, fresh request? Because I thought I'd read that in your deadline Theresa, I don't think we've gone as far as actually requesting to be a competency under that provision, but we know, I mean, there are a number of requirements where

South East Development Corporation is a consultee on requirements which are which affect their interests. So we'd ask that that's extended to the plan that regulates permitted preliminary works under comment 15. Mr. Philbot, you're welcome to come back on that, but you might just want to note it and well, so I've been able to take instructions straight away. My understanding is that my client is content to see to that request, and we can add STG to that one as well.

Thank you very much for that, and sorry I didn't notice your hand up so looked directly at you and still missed it. So

okay, so just finally, Does anybody else want to raise anything in terms of the article two interpretations in the room again, and I'm looking properly this time. So and

online. I've got no indication online. So okay, we're going to move on to Article Three, which is a learning electronic communication again. I've got no questions. But does anybody in the room wish to raise anything concerning Article Three, electronic communications.

So no indication the room, no indication online.

Mr. Barton, did you want to say something? Or I should put your mic off now, so that's fine. Thank you.

So I'm going to move on to part two, which is principal powers. And article four, development consent, etc, granted by this order. Article Five, which is maintenance of the authorized development. Article Six, which is operations with the authorized development. Article Seven, benefits of the order. And article eight, consent to transfer the benefits of the order. In relation to all of those articles, I have no further questions at this time. But does anybody else wish to say anything regarding concern concerning articles 456, or seven or eight come to that

in the room? I've got no indication. Mr. Henderson, thank you. Thank you, sir. Tom Henderson for STG, our comment on Article eight also brings into play article 25 this is concerning the transfer of benefits,

including the transfer of compulsory acquisition powers. In our exchanges with the applicant, they have agreed, as noted in our statement of common ground

to amend article eight to include South tees Development Corporation as a body notified

in relation to any any transfer of powers under that article. So we're grateful for that. I think that's yet to make its way into the version of the order before the examination. But with we've made comments in relation to Article 25 which concerns the transfer of

rights to su use. And we just want to be clear about the interface between that provision and article eight, in the sense that I think article 25

requires

the Secretary of State's approval for the transfer of rights, whereas article eight specifies certain circumstances where the consent of the Secretary of State isn't required. And we just want to ensure that those two things are tied up together. Can I just clarify article 25 is compulsory acquisition of rights? That's right. So if you

look at article 25 bear with me and say, second

paragraph. Two powers of acquisition of rights may be

exercised by a statutory Undertaker. In any case where the Undertaker, with the consent of the Secretary of State, transfer the powers to that statutory Undertaker. So that needs to be read with Article eight, and again, with

the view to try and seeking resolution of that. We're content with the process by which stdc is notified about transfers, but we just want to be clear that that extends to Article 25 and the two provisions work together. Mr. Philpott, can you give that clarification? So I'm going to,

rather than answer that myself, I'm going to ask Mr. Matthew box, who's Senior Associate of Prince of Mason's you heard from yesterday. He's to my right to deal with that point. And Mr. Fox and half the applicant. So they do, they do work together, so that the key is to look at the.

Is article 25 two and article 25 three together.

So 25 two is essentially saying we need secretary of state if you want the applicant wants to trans, wants to allow for a statutory Undertaker to use those powers instead.

Article 25, three is allowing for the fact that in Article eight there is Article eight six, there is specific examples where Secretary of State consent isn't required for the transfer of benefit of the article. And in particular a note, Article 686,

a one, which is those who hold are essentially gas statue undertakers, pursuant to the Gas Act in 1986 high authorities and any other party who might supply hydrogen, who may end up, in due course, becoming statutory Undertaker. Although the government's position on that is still evolving, I understand. So it's trying to make those two things work together. So we need, if we, if we, if we want the applicant wants us actually Undertaker, to be able to class require rights it needs to take, have Secretary states consent with the exception to that is consistent with the exception that's already in Article eight, six.

And so just just for context, the reason this is this is needed to be specific in Article 25 is due

to issues in previous kind of the first wave of DCOs after the act was authorized. But there has been issues in that the order needs to specifically set out that statue undertake was able to use the powers and whether it hasn't been set out in previous tcos, there has been issues in implementation stage. So that's why there needs to be a separate provision in Article 25 additional to what's in Article eight.

And that's why, therefore, there needs to be an element of duplication in the way that they work.

Mr. Henderson,

thank you, sir, and thank you to the applicant for that answer that that does make sense. I think I'm the resolution we're seeking here is just to be sure that, whilst it will

be clear with the amendment that we're notified of a transfer under Article eight before before it happens, I'm

not sure it's entirely clear that the exercise with Article 25

two would similarly require notification because it's a separate provision, or whether it sits under under the broad controls in Article eight. So I think that's the if there's some drafting that the applicant could consider to to give us that comfort, that would be, that would be helpful. I think Mr. Stubble, yes, we'll take that away, because I do see the point. Okay. Thank you very much for for your explanation and cooperation. In regard to thinking about Mr. Henderson's request.

Does anybody else have anything that they wish to say in regard to articles, 4567,

or eight,

I've got no indication in the room. I've got no indication online. So

Article Nine, which is amendments and modifications to statutory provisions.

A note that Article Nine one references modifications to the York potash harbor facilities order 2016

and I do intend to come back to this and discuss it at when we get to schedule three

of the DCO, bearing in mind what was said About the York potash modifications order yesterday. But I just want to explore that a little bit further when we get to Article Three. Sorry, schedule three.

But before I move on to the next article, I just want to ask, does any other statutory Undertaker or interested party or local authority wish to make any comment with regard to this provision this article, so that's the amendment and modification of statutory provisions at this point in time.

Got a hand up, Mr. Nesbit.

Thank you, sir.

Just to make the point, on behalf of sorry Peter Nesbit for PDT support limited, just to make the point that

we responded in relation to xA questions one

in connection with the proposed

disapplication of

parts of the 1966

act, 1974 order and 1994 order, which are identified in the schedules

we've had one.

Written exchange on that, and we've seen the response of the applicant. I just wanted to make a couple of comments on that.

Firstly, the applicant's being asked to identify which directions or bylaws it considers should not apply to its development.

PDT submits, it's not for it to justify each and every by law or direction. These are publicly available documents and can be analyzed.

These powers are required for the management of the jurisdiction, jurisdictional area of the port.

This is not just to ensure the Harbor Master can ensure safe navigation, but also for the conservancy maintenance and improvement and safety of the harbor and the facilities afforded therein.

Directions and bylaws also assist PDT in complying

with a statutorily imposed open port duty that's imposed by section 33 of the harbors, docks and Piers clauses act 1847,

and that duty requires PDT to ensure that Teesport is open to anyone for the shipping and unshipping of goods on payment of rates and other conditions set by PDT for teasport,

any port user therefore has the right to enforce in the courts to access and use Teesport subject to those rates and conditions,

and it's those bylaws and directions that assist the port in ensuring that it can comply with those obligations.

With respect to Section 22 in the proposed disapplication of Section 22 of the 1966 act.

This, this is a provision which requires the harbor authority to grant a Works license for any works on under or over the river. They'll be appreciated why that's necessary, since there are various potentially conflicting activities in the river, for example, subsurface infrastructure combined with things like continued river dredging applications, which need to be considered comprehensively. PDT holds a lot of as built drawings and information on those activities and performs those functions diligently to ensure that those conflicts are managed. So it is concerned about the disapplication of this provision, and it's therefore requested that

in relation to the disapplication of bylaws and directions, specific justification is provided in relation to each one of those that's considered to be issued

and they're publicly available, and then we can respond individually to those. And then second, in relation to Section 22

the pdts position is that that should not be disapplied.

Thank you. Applause.

Mr. Philpot, yes, sir, I'll try and respond

reasonably succinctly, because we provided a response in rep 3006, so I'll just try and encapsulate

what I see as the key points of principle. First of all, of course, we

are familiar with and understand that the role that PD T support plays and the purpose that is to be served by these various pieces of legislation, primary legislation, and also the orders,

the purpose of disapplication In this case, as is common in other DCOs, where there are works that take place within harbors, such as this is to ensure that the DCO provides a one stop shop, if I can use that rather sort of hackneyed expression, but essentially, that everything that is needed to be authorized and controlled, is contained within the one order and that where a development has been considered, examined, tested, subject to appropriate controls, restrictions and mitigation measures in the order that the applicant then doesn't have to go through a further, effectively parallel process with a, in this case, a harbor authority, but the principle would apply to other equivalent authorities to cover the same matters.

Potentially with different outcomes which might end up with delay, duplication and so on. And the familiar way of approaching this is to disapply and substitute

protective provisions to ensure that the

harbor authority is not left in a position where it doesn't have an appropriate degree of control and management over the works that might affect the carrying out of its statutory purposes and the meeting of its duties and so on and so forth. And the way that that that is done is therefore entirely

familiar. It is precedented in relation to the

net zero T side development consent order, where essentially the same issues arise, and the same approach taken there, including in relation to Section 22 that was mentioned, that's also disapplied in the net zero Teesside development consent order and essentially The same considerations way in favor of the same approach being taken here. In so far as it is the position of PDT support that any aspect of the protected provisions is not adequate, we are of course, keen to negotiate protected provisions that can be agreed. But ultimately, if there's anything that is not agreed, the answer is for PDT support to put forward alternative drafting and explain why it's needed in order to ensure that it's

not left in a difficult position in terms of its own duties and responsibilities. So we understand and don't doubt the importance of the harbor authority's role in this, but it is effectively to be encapsulated within suitable provisions in the DCO, rather than having two separate regimes in operation. So that's the short answer,

and we can hopefully narrow any differences through negotiation outside of the hearing,

Mr. Nesbit, do you want to respond at all?

Thank you, sir.

Just briefly noting the position that Mr. Philpott set out in relation to protected provisions. And there's a bit of a way to go in terms of the negotiation of those so, so I need to make these points, but

that that's encouraging,

just a couple of observations.

Obviously, this is a different project to net zero T side.

There are similarities, but

with particular regard to the works in and around the river, that there is a big difference here in terms of the intervention. Understanding was with net zero Teesside, existing portals were being used for for instance, in relation to pipelines crossing the river. Here we're talking about an entirely new construction project

with very different land land side impact as well. So I would say that there are very significant differences between the projects in that regard, vis a vis the section 22 powers. So in one way or another, we need to ensure that those matters are managed. And perhaps I'll leave it there for today.

For the moment, I still think it would be helpful. Sorry, just in relation to the bylaws

and directions, some of those bylaws and directions relate specifically to,

you know, approaches to navigation, the harbor masters control over vessels. I think there are proposals to bring vessels into RBT and other potential vessels in the river, so I think it would be of assistance. But bear in mind those bylaws and directions are relatively succinct and publicly available. If there was some analysis of where the concerns were for the applicant. These are,

these are provisions that that are in place to manage the river on a day to day basis.

And it's, it's unclear at this stage what, why they shouldn't apply to the applicant.

We can, we can have further detail to that in the response to the applicant's response to our response to your questions.

Thank you.

Thank you. Mr. Elizabeth, that's that's understood. I mean, clearly there's, there's another opportunity to talk about protective provisions in a little while, because we get to schedules in a second where the protective provisions lie. But I understand.

Your points here,

Mr. Philpott, do you want to come back? Well, so just two points, if I may. 1 of all, of course, that they're different projects, but all that would mean in my submission is that the specific protected provisions will need to reflect those differences, and that may mean that different additional provisions are required to cover the differences, but that that's a matter of drafting, which the parties can can discuss.

The second point is that, as hopefully you'll have picked up from yesterday's discussion, and what we're saying today is that we, we are in a process of negotiation of those provisions. And if, if there's anything further that comes out of that, hopefully that will be reflected in appropriate drafting, and we'll update you in due course. But I don't think there's anything more I need to respond to at the moment, and that's fine. I mean, just in terms of protective provisions, we will get to it. But I think part of the problem that is perceived from our side of things is that there's a vacuum of information at the moment, which we discussed yesterday.

And obviously, in that vacuum of information other than the land right tracker, which has a column in it related to preventive provisions, there's very little information from our point as to how far they're progressing, which you kindly elaborated on yesterday. But as I say, it's just that that perception that there's a vacuum of information, and we're keen that all parties actively engage and move forward with protected provisions as quickly and as swiftly as they possibly can. Thank you for your answer. So thank you, Sam. Anybody else want to say anything about Article Nine, which is amendments and modifications of statutory provisions?

But no indication in the room, and I get no indication online. So I'm going to move on

to part three, which is streets. And then I'm going to ask about articles 10, powers to alter the layouts, etc, for streets. Articles 11, street works. Articles 12, constructions and maintenance of new or altered means of access articles for article 14, which is access to works. Article 15, agreements with street authorities and article 16, traffic regulation measures. I've got no questions beyond what I asked in first written questions at this time, but I want to hear from interested parties, and specifically the local authorities if they want to comment, as they represent the highways authority effectively and the footpaths authority

if they wish to raise anything with regard to these articles. So that's articles 1011, 1214, 15 or 16. Bearing in mind, I have read your responses to first round questions as well. Thank you.

Anybody want to raise anything or say anything in relation to these articles?

Yes.

Thank you. Sir. Stephen DAG, on behalf of sabec,

it's probably a it's

probably a helpful

point to pick this up, although it is actually related to the rights of way plans, which are referred to in these articles, and it surrounds the highway status of Huntsman drive. Huntsman drive is the main access into suffix North tees site, and it's shown on the rights of way plans as a private road.

It is shown on the national street Gazetteer as a highway maintainable at the public expense.

And so just I'm looking really for a resolution of that,

of that, of that difference, our understanding is that it is highway maintainable public expense, but hopefully between the applicant and Stockton Council, and that can be investigated and corrected as necessary. Thank you.

Indeed. That's a question you asked it in your response at deadline three, isn't it? So it is yes,

Mr. Philpot, do you have an ability to respond? Well, I have to come back and say I hadn't. It doesn't relate, as I understand it, to a suggestion of particular drafting change. So I hadn't sort of prepared anything on that. But we, as a matter of fact, we can hopefully establish outside and report back. Yeah, it's probably a question you were already looking at, as I say, because it was a deadline three response, which you would have picked up on, and I would expect you to have something at deadline for anyway. So thank you very much, Mr. Dag. Are you comfortable with that? Was there anything else you wanted to relate ask in relation to these articles at all? Stephen DAG.

On behalf of Subic, no, thank you, sir. Okay. Does anybody else in the room have anything? Oh, Mr. Henderson, thank

you. So let's try harder to wave my hand. Tom Henderson, for STG, it was just to record in relation to all of the provisions in this part, that

SDG is street authority in relation to rights of way on the teas works estate. So we'll

obviously be looking for appropriate controls in relation to those powers, but we can tend to do that through protected provisions, and we acknowledge that the actions on us to prepare those and share them with the applicant. Okay. Thank you very much. Applause.

Right, okay, so, so I'm assuming there's nobody else in the room that wants to talk about articles. About articles 1011, 1214, 15 or 16. So I'm gonna check online that Yes. Mr. Martin Parker,

yeah. I'm just calling it back on the point raised regarding the status of Huntington drive Yeah, I can confirm it's not shown on our records as highway maintenance, public expense. It is a private road.

Thank you.

Just to confirm, Mr. Parker, your Stockton on tees Borough Council. You're, you're the street works engineer. I'm, I represent the highways authority. Represent the highways authority. Yes.

Thank you very much. Thank you,

Mr. Dag. Rather than come back to you on this point, I think we'll see what the applicant responds to with that information in thought now and unless you want to say anything else,

the applicant set we would do is ask that question of the authority, and the authority have given that answer. So I think that means we won't be updating the plans, right? Okay, Mr. DAG,

Stephen Doug on behalf of Southwark, yes, sir, we'll take it away as well and respond if necessary. Yeah, okay, I think we're going to need to close this off somehow, just so there's a clear explanation of whether or not it is street authority or highways authority land. So somewhere in one of your responses, can we reach some sort of agreement as to what it's what its status is? And I'll mark that down as an action point,

not necessarily to

respond by deadline for but at a subsequent deadline.

So five, for example, but it depends on how much time you think you might need to give a comment on that between the two parties, Mr. Fox and part of the applicant, if I may say, I think so. Our plans are based on the information that we've obtained, or information confirmed as it just, it just has been. So I think I would ask that if, if established concerns they don't think that's right, or that the plans don't match that understanding, then we'll be open to hearing that. But I think from our perspective, we think

our plans are correct, and the associated DCA drafting right. So Mr. DAG, if you can produce any evidence that actually demonstrates that it is part of the public high maintainable at public expense, then I'd ask you to enter that into the examination as soon as possible. But bearing in mind what we've just heard from the highways authority and their confirmation verbally, so again, it's not been entered into the examination other than in this hearing. If, if, if if you can provide evidence otherwise, then I'd ask you to do it as soon as possible. Stephen DAG, on behalf of Subic, yes. So I think our position is that we content to let the plans and the record lie as they are, unless we make any further representation understood. Does anybody else want to come back on any of that that comment or that conversation we just had? The answers No, so I'm not getting the indication online. I'm going to move on. So

in terms of Article 13, I excluded that from the previous group of articles that we discussed. And article 13 relates to temporary closure of streets and public rights of way. South T's group have raised concerns regarding the breadth of the applicant's general article 13 powers and the potential adverse effects on its operations

and the applicant's powers and rights over the traffic regulations

and over to.

Henderson, you've already raised this, haven't you? So is there anything else further you wanted to say in relation to this point? Because you you use this part as a generality, didn't you, as opposed to specific articles?

Tom Henderson, Tom Henderson, for STG, so yes, when to be clear, we're not seeking drafting amendments to these articles specifically. We're content to moderate their own PEC three, protected provision understood, Mr.

Philpot, I'm assuming you don't want to say anything, unless you so that was my understanding as well. Fine, good. It's just that I'd split it out. And you know, when I'm following my script to just get to the next article, that's all. So I want

to move on to part 14, which, sorry, part four even, which is supplemental powers, and I'm going to cover article, 17, discharge of water. 18, felling and lopping of trees and removal of hedgerows. 19, protective works to buildings. 20, authority to survey, investigate land.

On those articles, I've got no further questions other than what I put out in first written questions. But does any other interested party wish to raise anything with regard to Article 17, 1819, or 20?

No indication in the room. No indication online. So I'm going to move forward,

Article 21 which was removal of human remains.

I'm conscious of your response, the applicant's response, at first, written questions to my question about the relevance of this article and what evidence there was of human remains. And I understand your response. This is more just a clarification question with regard to how some of the paragraphs are drafted. So paragraph 10 appears to contradict paragraph 9d

additionally, paragraph 11 B refers to or references paragraph nine. But I think that's an error. I think it should be referring paragraph six, because paragraph six is where certificates of reinterment and certificates of cremation are referred to,

and

it would Fauci on behalf of the applicant. So

in order to make sure that we provide a response to that that meets your point. I'd be grateful if you could just run through those points again more slowly, so that we can take a note. It may be that it's the sort of point we can take away and deal with

in writing, but clearly, if it's if we have it now, then we can get started on it. Yeah. Okay, so, so paragraph 10 appears to contradict paragraph 9d

and then paragraph 11 B references paragraph nine, but I think that's an error, And I think it should reference paragraph six,

because that relates to certificates of internment and certificates of cremation, whereas paragraph nine doesn't. So

I'm happy. So can I just, can I just check my the understanding of in relation to the first point, yep, kind of just understand the inconsistency between paragraph 10 and 9d. Just said, so we take that away. We've got a clear understanding of the particular concern. I

I've got to remind myself what it was Now bear with me for a second. I

right? So paragraph 10

reads that if the undertaker is satisfied that a person given notice under paragraph five is the personal representative or relative of the person,

relative as the person claims to be, and that the remains in question can be identified, but that person does not remove the remains, then the undertaker must comply with the reasonable requests of that person to make,

maybe made in relation to the removal or the reinterment of that remains. So, so my understanding is that you're responsible. They don't do it. You're responsible for doing it, but you've got to comply with their reasonable requests. Is that right?

That's that's the first part of that question. And then in relation to 9d it says, If it is determined that the remains to which such notice relates cannot be identified subject to paragraph 10, maybe it's my miss. I've misread that perhaps. So let me think about that question, and then I'll put it into first second written questions, if, if I need so, it made sense to me last night, when, right,

but, but I apologize for putting you on the spot. So there's no, no need for that. We're if you do put it into written question, we will, of course, then provide an answer, and if anything needs to be changed or clarified, will obviously seek to do that again. The second point, with regard to paragraph nine being an error, I still think that stands so, but you're welcome to have a look at that, so

I won't put that down as an action point. So

I want to move on. Sorry, coming back to Article 21 does anybody else have any think that they want to say in relation to the removal of human remains?

No indication in the room. There's no indication online. I'm going to move on to powers of acquisition, which is part five. Clearly, we spoke at length at the compulsory acquisition hearing held yesterday regarding compulsory acquisition and temporary possession.

And I don't think we need to

explore too deeply here, but I do want to give people a opportunity to say anything that they want to say that wasn't aired yesterday, so I'm

not going to ask any further questions, bearing in mind what we discussed yesterday, related to articles 22 which is compulsory acquisition of land. 23 person powers over to powers to override easements and other rights. Article 24 time limits for exercising with the authority to acquire compulsory article 25 compulsory acquisition rights, etc. Article 26 private rights. Article 27 application of the 1981 act.

Article 28 which is the acquisition of sub soils or airspace. Article 29 special category land in the replacement special category land. Article 30 modification of part one of the 1965 act. Article 31

rights under ivory streets. Article 34 statutory undertakers. Article 35 apparatus and rights of statutory undertakers in the street. Or article 36 traditional recovery of costs. And then finally, I'm not going to ask anything about Article 37 compulsory acquisition of land or the incorporation of the mineral, incorporation of the mineral code. Bearing in mind, I'm going to come back to articles 32 and 33 in a minute. So I've got no questions on those. But does anybody else want to raise anything with regard to articles 2220 320-425-2620,

720-829-3031,

3335 36 or 37

anybody indicating nobody indicating the room, nobody with a hand up online. So I'm going to move on to Article 32 which is temporary use of land for the carrying out the authorized development. And article 33 temporary use land for maintaining the authorized development.

This is just a query about different phraseology between similar articles within those two articles. So article 3313

and article 3214

the same provision, but they written slightly differently. So I just, I was, I was wondering whether or not they should have a similarity to them, for, you know, so

that they match. I mean, I know that they relate to different provisions, but

Mr. FOSS mark the applicant. So just to follow, are you talking about the provision relating to the neighborhood Planning Act? Yes, yes.

Just that they end differently. So there's, there's a disconnect slightly there, so

it's not massive in the grand scheme of things. But I just wondered if there should be

a similarity was willing to miss Fauci I think, to be honest, I think that's just missing words and we're waiting consistent. Okay, thank you. In that case, if you can have a look at it and update the relevant part of the development consent order at an appropriate point, I'd be grateful. Yes, I'm taking them.

So I have no further questions at this time relating to those two articles. However, want to open it up to other interesting parties. So So does anybody else want to talk about articles 32 or 33 and bearing in mind.

And the South tees group submission at deadline three, and its comments set out in rep three, zero, 24 and the response at q1, point 9.61 do you want to add anything

and nothing further to add at this stage? Thank you, sir. Okay, anybody else?

No indication in the room and no indication online. So that takes us forward to Part six, which is Miscellaneous and general provisions. And again,

I'd say that we asked a significant number of questions in relation to first written questions. I've got no further questions to add at this time, but I'm just putting it out there. Does anybody want to ask anything

or raise any query with regard to articles 38 which is application or land rod and tenant law. Article 39 planning permission, etc. Articles 40 defense of proceedings in respect of statutory nuisance. Article 42 crown rights. Article 43 procedure in relation to certain approvals. Article 45 service of notice.

Article 46 which is arbitration, or article 47

which is in relation to compulsory of acquisition compensation, funding for compulsory acquisition compensation. So as I say, I've got no questions. But does any interesting party wish to raise any concerns with regard to those articles? Which is 30 830-940-4243,

4546 and 47

no indication in the room. Ah, yes. Mr. Dag,

assuming DAG, on behalf of SABIC, um, I'd like to raise a point in relation to Article 47 so just to understand it a little bit better, SABIC supports the principle of guarantees and securities being provided before compulsory acquisition takes place. But we do have a question about how the secretary of state decides if the level of the security is adequate

in particular, in relation or in the context of an incidental suspension of a right which is inconsistent with a right of SABIC or

under Article 26 could be under Article 26 two, or article 26 four,

if we go back to sub X circuit analogy, the suspension of part of its rights, although temporary, would prevent its operations from proceeding.

And so my question is really, how we can be comfortable that this will be taken into account by the Secretary of State when considering what a suitable level of security guarantee would be under Article 46

Thank you.

I think I'm going to need to ask you to put that question in writing so that a considered response to it can be given, as opposed to an off the cuff response to it,

because, indeed, it might be something that we need to seek legal advice on as well in terms of how we respond,

or if we need to respond.

Mr. Philpott, is there something you wanted to so just on looking back looks, this looks to be an entirely new point, so I don't have any instructions in relation to it. I mean, normally one would expect the Secretary of State to take into account all relevant considerations, but it would probably be helpful if, bearing that general principle in mind, the detailed query could be put in writing and then we can respond to it accordingly. Yeah. I mean, it's, it's not something I want to get drawn into to discuss or to write on,

because it takes up valuable examination time, effectively. But I can understand why it's a question you want a surety on, but if you can put it in writing, and then Mr. Philpott can at least have a look at it and respond,

and if we need to, then we can respond as well. Susan DAG, on behalf of cyberk, yes sir. Thank you. Thank you, Mr. Dag. Does anybody else want to raise anything with regard to these, these items? I won't list them again, I think be

draining along with numbers, boards, people, but

Okay, all right, I'm going to move on. Then in that case to I want to move back to Article 41 which protection of interests.

I note what you said earlier on about

the protective provisions being split out into individual schedules, as opposed to one schedule with relevant parts. It's something I've not come across before. I'm not averse to it. In actual fact, it makes the workability in terms of writing them much, much easier. But I just wondered if you could point to me, and I'm not asking you to do it now, but if you could point me in the direction of any other development.

Percent orders where that approach has been taken.

As I say, you don't have to do it now. So we will take that away, and we'll provide a response. If there are others we can point to. We'll obviously do that. If not, we'll address the significance or otherwise at that point. As I said, I'm not averse to it, and in actual fact, it makes it easier for the paragraph numbering to work properly.

But as I say, I've not come across it before on any of the DCOs I've worked on, and I've not experienced it in any other DCO. So I just wondered if there was any examples. Yeah, we'll look into so in terms of the legal effect of it, it has no makes no difference whatsoever. So if it's if it's more convenient in terms of the drafting consequences of having it all in one place or splitting it out, that might be as good a reason as any, in terms of drafting, to have them in separate schedules. But nevertheless, we'll take that away and look into it. Just from my point of view, it's much more convenient going through parts which don't get upped into paragraph 279, and then making sure the subsequent parts in that part will relate to each other. So I'd much prefer it to be smaller and more contained so but as I say, I've not come across it before, and I've always wondered why it's been done in the way it's been done, but just followed convention. So as I say, if you can point me in the direction, I'd be grateful. Thank you.

Article 44 certification of plans. I'm intending to come back to this in item five, so I'm not going to discuss it now. But does anybody want to say anything now related to Article 44

No, nothing on the line, nothing in the room. Article 48 which interface with Anglo Americans? Permit,

I'm fairly sure Anglo American might want to say something in relation to this. So,

I mean, I note the similar article in net zero, Teesside, DCO.

I've also noted Anglo Americans comments in regard to this article at Deadline three.

But does does Anglo American wish to add anything at this point in time? Please

miss Knowles. Thank you. Tabitha Knowles, on behalf of Anglo American, as you just noted, and as Mr. Phil noted earlier, Article 48 was inserted into the draft DCO as part of the applicant submission at deadline two. Rep 05

Anglo Americans not satisfied with this provision, a point which was made at deadline three. Rep 3012,

this new clause would not effectively avoid Anglo Americans liability under the existing environmental permit. That is, should adverse effects, for example, contamination, be caused by activity further to the works authorized by the DCO.

This is because the liability lies with Anglo American unless the environmental permit is either surrendered, revoked or varied in accordance with the process set out within the 2016 environmental permitting regulations to legitimately remove Anglo Americans liability under the environmental permit in respect of the works authorized by the draft DCO, The applicant should seek to secure the transfer of the environment environmental permit, given the impact,

Anglo American has raised several queries for the applicant and its submission at deadline three, and we'd be grateful, if possible, for the applicant's comments on these queries as part of subsequent submissions. Thank you.

Thank you. Ms Knowles, I'm fairly sure the applicant is responding at deadline four anyway to that request. But is there anything you wish to say now, Mr. Philpott, so as you say, we're intending to respond in detail at deadline four. What I would say is that, as you'll have seen, this is inserted in order to seek to address Anglo Americans concerns. We recognize that they've identified certain points where they're not satisfied, and we're considering those and seeing if there's anything further that can be done in order to allay them. We don't think that it's necessary or appropriate to seek to transfer the permit to the applicant. We understand practical points that have been raised about what might happen where there's uncertainty as to who has caused

something which gives rise to a breach. We think that that is something that we can look at in terms of the drafting of the CMP construct environmental management plan to cater for that issue. So we looking at that matter and in terms of liability in relation to land that we acquire, we think that's something that can be dealt with through the protected provisions, rather than anything that engages a need to transfer the permits.

So I make those two points simply to indicate that we recognize that Anglo American are not yet content we're working on ways in which we can address the practical concerns that they have raised.

It's not the end of the conversation, but ultimately, we don't think it needs to or should involve transfer of a permit.

Okay? Thank you very much. And just coming back to Mrs. Knowles or miss Knowles for a response, if you would like to, but if you don't need to, that's fine as well.

No, that's, that's fine. And other than to say the predictive provisions, they which we'll come on to later,

which will will will touch on. It's it's really just understanding how they're going to progress and whether they're progressed sufficiently and adequately to understand if it can be addressed and resolved understood. That's the point that you raised yesterday as well, in terms of adequate time to review those provisions. So won't go into that at this point in time. We'll come to that when we get to the relevant schedules. So thank you. Thank you.

Anybody else want to raise anything with regard to Article 48 I think it's unlikely, but just putting it out there?

No, I've got no indication.

So moving on to schedules.

Again, we asked a lot of questions about schedules in the first round, or written questions response which are noted. Thank you very much.

And again, I don't think I need to pursue many questions with regard to schedules at this point in time, we may, as things develop, decide to ask further written questions or put things into second written questions.

But in terms of schedule one, which is the authorized development, schedule four, which is the street subject to street works, schedule five, access parts one and two. Part one is those parts of the access maintained by the Highway Authority, and part two is those parts of the access to be maintained by the street authority. Schedule six temporary closures of streets and public rights of way. Part one, those parts of the street to be temporarily closed and public. Part Two, which is those parts of the public right away to be temporarily closed. Schedule seven, which is traffic regulation measures. Schedule eight, which is important, hedgerows to be removed. Schedule nine, which is the land in which the new rights,

etc, may be acquired. Schedule 10, modifications of the compensation and compulsory purchase, enactments for creation of new rights and imposition of new restrictive covenants. Schedule 11, which is land of which temporary possession may be taken. And schedule 15, design parameters. I don't have any further questions at the top of this time. But does anybody else, any interested party, wish to raise anything concerning? Schedules 145,

part one, part two. Schedule six, part one, part two. Schedule 789, 1011, or 15.

No indication in the room, and I've got no indication online. So I'm going to move on to schedule two requirements. We're coming back to that in the next item.

And schedule 14, Article 44 plans to be submitted as to be certified. They're coming. We're coming back at Item five, so I'm not going to cover those now.

Schedule three, which is modifications to the York potash modification two and amendments to the York potash harbors facility ordered.

2016

we spoke about this briefly yesterday. And Mr. Philpott, you gave a very good explanation as to why the the schedule was currently blank. Which which I accept to a degree, but again, it's this point about working in a vacuum.

And

I'm not not overly happy that the schedule hasn't been populated, and therefore we don't, we don't have any starting point to know where you've got to. And Anglo American have been indicating that they don't have an awful lot of information up until the beginning of the week, effectively.

So I think what I'm going to ask you for is for some indication of progress with regard to this particular modification, even if it repeats part of what you said yesterday, please.

And so briefly we the starting point is to note, as we

did earlier in the examination, that effectively the precedent for this is what's contained in the net zero Teesside development consent order is made, which we have put in and we put that.

In part, in order to give you some understanding of the nature of the approach and also the likely content we have, as you heard yesterday, we have provided draft protective provisions to Anglo American

I'm not in a position now. Wouldn't propose to go through those if it would help you to have, in due course, a sort of written summary of the sort of things that they contain, and we can provide you with such information as you would find helpful,

but the essential approach is essentially very similar to that which was taken in net zero Teesside, and the differences are as to the extent to which that needs To be adapted for the purposes of this order.

But, but if you if there are particular things that you would like to have in order to give you further information before

the point that I'd indicated yesterday, when we would expect to provide alternative draftings in relation to this particular schedule, then obviously we'd be happy to seek to respond to those. I think the point, the point that concerns me slightly is that my past experience of these things is that the schedule has been populated and it's formed a starting point for discussion, and then within subsequent exchanges and iterations, the relevant schedule or the relevant protective provision has been adapted, and there's evidence of progress, whereas at the moment, again, I've got this vacuum of information where I all I've got to go on is what you say in the lands right tracker with regard to protected provisions, and all I'm seeing from other interested parties is an accusation of a lack of engagement or a lack of information and and it's just quite concerning, bearing in mind that

at the close of the net zero Teesside application, There were several protective provisions. And I'm not just picking on protective provisions, but generalities. There were several things outstanding. And not only that, the Secretary of State in the decision letter, gave a very clear rebuke about not using the period between the close of the examination and the decision being made for further negotiations, and I don't want to be left in that same position. So I want to see some real progress, and I don't want to be left in this vacuum. And it's the vacuum that is concerning me. So if, if you can demonstrate to me some active, real progress, other than I've heard what everybody said, Yes, we're working very well together. We're, you know, we're engaging. But on the other hand, I'm then getting conflicting information, saying there's lack of engagement, you know, it's,

I'm getting a little bit irritated by the vacuum. So if that's if you understand that not try and have a go. I just, I'm asking for some information, please, so you'll, you'll be reassured. I hope that that message was understood loud and clear from yesterday, and certainly I can provide that reassurance that is understood in terms of

practical ways to fill the vacuum of information in the examination without triggering the difficulties to which I alluded yesterday.

The suggestion that I understood was being made is that we provide effectively

headings, sub headings, to give you and your colleagues an understanding of what is likely to be contained in the protective provisions. And we can do that because that is something which hopefully won't trespass too much onto the negotiations and shouldn't trigger

the sort of unnecessary and premature detailed submissions and the difficulties I alluded to yesterday, if there are further steps that your your colleagues consider would help In the interim between that and the suggestion I made in relation to Deadline six, where you would be presented with

either agreed drafting or alternative drafting with submissions on from both sides, would of course, be happy to hear those and to a.

Take them away, but the underlying concern is entirely understood and has been heard.

I did give some thought to what was said yesterday, and you're right. We did say at least headings to indicate where the bespoke protective provisions were going to start. And we're sort of slightly straying here.

Your suggestion of deadline six. I said I'd give it some thought. I am concerned about deadline six, because at deadline six, we're, we're almost two thirds the way through the examination, with very little time for parties to resolve any remaining outstanding issues. I've had this in past examinations where, where I've been promised, basically, yes, we're working on it. Yes, we're working on it. We'll get it resolved. It's all going to be sorted, and it doesn't happen. And then the consequence of that is that we then have to come to a conclusion which neither party may be happy with, and make a recommendation to the Secretary of State. So I'd much rather you reach an early agreement with your

with between the parties, so between the applicant and the interested parties that are seeking

schedule three for the the interchange and the your potash DCO order and and also protective provisions. I'd much rather you sort them before we close, than having to make a decision which neither party is going to be satisfied with. So So again, it's just a

it's an emphasis on, you know, basically, get on with it.

Apologies for the blood, but the point is well understood that the blunt way in which you express it was the way in which we had understood it from yesterday. Okay,

okay, that mo Nova.

Does anybody else want to say anything with regard to schedule three, which is the modification and amendment to the York potash harbor facilities order 2016 and I'm, I'm specifically thinking about Mrs. Knowles, who's got a hand up, actually. So Mrs. Knowles,

thank you. Um, Tabitha Knowles, on behalf of Anglo American. Um, just to confirm that Anglo American now has receipt of the first draft of the protective provisions. Um, the applicant issued a first draft on Tuesday evening, but it was blocked by an IT firewall, and hopefully the applicant resent the draft protective provisions yesterday, so we now have receipt and we will review and consider implications for Anglo American and then liaise with the applicant in the meanwhile. At this point in time, Anglo Americans position remains as per submissions made at deadline two and deadline three.

We do acknowledge that the applicant submitted the net zero Teesside protective provisions to you as an example at deadline one, to show proposed approach and structure, we'd just like to reiterate that, whilst helpful to show an initial direction of travel, bespoke protective provisions will be required. Review of the draft now received will be that that first step to understand whether protective provisions proposed are sufficient and adequate, the applicant's proposal to submit an update to you at deadline six or if not before, as to where the parties have got to in discussions. Just to confirm, Anglo American is happy with that approach. Thank you. Sorry, just to clarify, you're happy with deadline six and if not before, yes, right. Okay. Thank you. Thank you.

Mr. Philpott, do you want to say yes? So just very briefly, just for clarification, two points, please. First of all, I may not have made it clear. I don't think it was made clear yesterday, the protective provisions that were provided to Anglo American

are both sets. In other words, they're the ones that will be included on the face of the DCO here, and they are the equivalents that would then be changed and would form part of the Anglo American DCO. So both sets were provided the second point, just hopefully to provide some context and reassurance on the extent to which you are or are not cited on these matters. My instructions are that the drafts that were provided earlier this week to Anglo American are really quite close to those which are on the face of the NZT development consent order as made, there are certain tweaks in order to reflect the differences,

but what you have already is therefore a good guide to what has been provided and the differences are. I understand it relatively limited.

Okay, so just for clarification,

you've provided them with protective provisions bespoke to but based on net zero T side that would be put into the relevant schedule specific to Anglo American. And you've also provided the text for the protective that was, was the protective provision as would be amended on the in relation to the York potash, the CEO, that's that's my understanding. That's right, two documents that you've provided, that's right. So one would be schedule three and one would be contained. One would be contained in schedule three and one would be contained in the relevant schedule, whatever number that is given that is correct, right? Okay, good. Thank you. Mrs. Knowles, does that equate to what you understand? We've yet to review in detail the content of it, but once we have we'll come back with a response, okay, all right. Thank you. Thank you very much. Is there anything you wanted to add? Mr. Philpott, no. Is anybody else want to add anything in regard to schedule three,

right? So I'm going to move on to schedule 12, which is appeals to the Secretary of State, and specifically I want to ask the local authorities and South T's group, together with any other interested party, whether they want to raise anything with regard to this schedule so

standards and no bit, no indication online from either of the local authorities present today.

Okay, don't I'm going to move on. In that case, schedule 13, which is the procedure for the discharge of requirements.

Again, we'll go out going into details of the individual requirements, which we'll cover later.

Does any local authority or southeast group or any other interested party wish to raise anything regard to schedule 13? Good?

No indication in the room, no indication online. In that case, I'm going to move on

protective provisions we're coming on to

which are schedule 16 onwards. I just want to get a clarification of my understanding of of where we are with what you said yesterday, but I don't want to go into it in any great detail, so So my understanding is

you've got a number of generic protective provisions. So schedule 16 covers electricity, gas, water and sewage, undertakers. Schedule 17 covers the electronic communication code network.

Schedule 18 covers third party apparatus.

And then we've got protective provisions, specifically in a negotiation for natural natural national good, electricity transmission PLC as the electricity Undertaker, which is schedule 19.

Schedule 20 is the provision related to national gas transmission PLC. And then there is a schedule there for Schedule 21 for the protection of the railway interests.

And schedule 22 is a bespoke schedule for the Environment Agency. That's currently what's in the DTO in the development consent order.

But then you're also in negotiations with bespoke protective provisions related to Air Products PLC, industrial chemicals PLC. Oh, sorry, limited. Industrial Chemicals limited. Lighthouse green fuels, limited, northern power grid, North Eastern. Red car, bulk terminal, limited, Northumbria and water, limited,

h2 North East, limited, I'm not sure on that one, but I think I picked up on you saying that you were seeking protective provisions with them. And then northern gas, what gas networks limited, those are the ones I've got a note of.

Is that correct?

And have I missed anybody?

So I understand

h2 North East Limited is not currently anticipated to be protective provisions. I think that was one you had queried, yep,

just looking to see if there are any other,

anything else,

not that I'm aware of. So no,

okay, just in terms of h2 North East limited

their relevant representation. Zero 36 sort of skirts around the edge of asking for protective provisions, but doesn't act.

Ask for protective provisions.

We've had no further indication from them, so we're not going to pursue it further at this point in time. But if h2 North East limited are watching the live stream or on the playback, if they wish to make representations in relation to protective provisions, they can do so by deadline four. Please.

Does anybody else want to raise anything in terms of protected provisions? Yes.

Stephen Doug, on behalf of SABIC, I'm just wondering if I could ask through you if the applicant could confirm that they're expecting protected provisions for SABIC. So just because they went on your list,

I apologize I missed SABIC off my list. But the answer to that was yes in yesterday's question was standard, bespoke protection provisions, but as I say, I went through my notes last night and obviously missed it. So, but can you confirm SABIC is in your list?

So yes, Harry before, but Savic is also on the list as is sem core. I'm not sure that was on your No, it wasn't list as well.

I'm just looking at the list that I have

here, and if I just run through those that I've got. Please forgive me where I use acronyms, that's fine, aa,

BOC, cats, SABIC, NPG, natara, Venator,

Air Products, navigator, semcore, INEOS, nitriles, CF, fertilizer, Suez,

I've Got Venator twice and then PD, t enget, NGT, and at

NGT, TCE,

RBT,

TG, LP

and Then Network Rail INEOS,

nor see pipeline, NW, I,

NPL, waste management,

alpha, Nat, I think that is in state arrow

like the right and satera, but that's the list I've just been given that in various stages of development. It's fine, okay, thank you. That was, that was, I've missed quite a number of that. So thank you for that clarification. What it might, what might be an idea is, if part of our written

summary of the oral submissions, we can just tidy that up and provide you and your colleagues with a list that you can then rely on, hopefully, yeah, as much as anything else, it's just a checklist for when they actually come in and start to populate the field. We've got a feeling that the back end of the development consent order, if it's made, will be quite big. So I suspect that's going to be the case. So

thank you very much for that.

Thanks. Action Points.

I'm just seeing where I've got to with this.

I've got another point here with my script that I've written about, you know, getting on with it. I think that message has been received loud and clear, so I'm not going to read that again. What I would like to say is that

I'm concerned about deadline six as the first point you actually put anything into the DCO. So I'd like to see it earlier, if possible.

I think deadline five, I would prefer to see it will give me some Christmas reading, you know. So

if that's at all possible, I would ask you to do first at the latest, first evidence to us of the protective provisions at deadline five. Please.

The only other point I wanted to make in relation to protected provisions, and an extract before I make it. Is there anybody? What else that wants to say anything about protective provisions? No. Mr. Dad came in, but I didn't invite anybody else after that. So just checking the room, just checking online, there's nobody indicating. So I'm going to move

on. We want to make it clear that our recommendation report, when, when it's drafted, will not be leaving judgments to the Secretary of State as to which protected provisions to choose between the two. We will be making a recommendation as to which one they should be going with or which one the Secretary of State should be going with. So

it's in the interests of all parties to resolve it as quickly as possible.

If parties are unhappy with the way the protective provisions are going, if they haven't already submitted their protective provisions into the examination, I would urge them to do so if they differ from what you're negotiating. So that's that's a message out there for interested parties and affected persons.

And clearly, then we have the two examples whilst negotiations are still going on, but we we would fully expect all protective provisions to be resolved by deadline eight, and if they are not, as I say, We will not be hedging our bets with regard to what we're recommending to the Secretary of State. We will be going for one or other. We are unlikely to be doing a merge between the two to try and satisfy parties, because that's just going to end up with a mess in the protective provisions that nobody is satisfied with.

Just it's just a warning that you know you've got the opportunity to sort it out. Now, if you if you foul, then we still have to make a recommendation to the Secretary of State whether to make the order or not. But irrespective of that, we still have to provide a recommended DCO to the Secretary of State. So should they choose to go contrary to a recommendation we make? They've got an example available. You know, I'm not prejudging what we're going to determine here. I'm just saying if, if we, if we're making a recommendation one way or the other, the recommended DCO has to be in there.

And, you know, we, we will make, we will make a decision as to which one we recommend and should be included within the final draft. So okay, so if I if Harry would feel good on behalf of the app, and if I can just pick up one practical point in relation to those matters. So far as deadline five is concerned. The point has been made to me, and just to articulate it

for deadline five, what we put in at deadline five is very unlikely to be a statement of common ground or an uncommon ground that is likely to be a unilateral submission

that doesn't preclude, and I don't think should preclude, subsequent statement of the sort that I'd articulated. But just to be clear on that time frame, it would be unilateral, as opposed to something where, unless we've happened to have reached agreement, there would be both parties that's understood. Mr. Philpot, I mean, in actual fact, what I would expect that then to generate is responses from the other party saying this aspect is not acceptable, and this drafting of that paragraph should be changed to whichever it is, and then the resolution of that to evolve out of that that I think leaving that to Deadline six, which was what was originally suggested, pushes it too much towards the back, with then a flurry of activity that is potentially deemed to fail

because there's inadequate time to resolve it. So I think it's unreasonable for me to say I want that stuff by deadline four, which is next Wednesday, but I do think it's reasonable to say that I want to see something populated by deadline five, so at least I have a starting point, even if it's unilateral, to understand where you're coming from, and then the way other parties can say where they disagree, that's understood. So thank you. Okay, is there anybody else that wants to raise anything with regard to protection provisions, final call.

Okay, nobody's indicating. Nobody's indicating online in that case. Before we move on to Item four, I'm going to say we're going to adjourn for lunch, seeing it is 1238

and just slightly ahead of schedule, so we're going to adjourn for lunch. We're going to adjourn for 45 minutes, and we'll be back here at

well, let's say we'll adjourn to half past half past one, if that's okay. You