

National Infrastructure Planning
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2 The Square
Bristol
BS1 6PN

Date: 18 December 2024
Our Ref: [REDACTED]
Direct: [REDACTED]
Email: [REDACTED]@eversheds-sutherland.com

To Whom It May Concern

Planning Act 2008 – Section 89 and The Infrastructure Planning (Examination Procedure) Rules 2010 – Rules 8 and 9

Application by H2Teesside Limited for an Order Granting Development Consent for the H2Teesside Project

Unique Reference: 20049382

Response to Deadline 5

This letter is sent on behalf of INEOS Nitriles UK Limited (“INEOS”), registered as an Interested Party for the above application, in accordance with Deadline 5.

Registration to Attend Compulsory Acquisition Hearing

I can confirm that INEOS wish to attend the following (via Teams):

- Compulsory Acquisition Hearing 2 (CAH2) on 13 January 2025;
- Issue Specific Hearing 3 (ISH3) on 14 January 2025;
- Issue Specific Hearing 4 (ISH4) on 15 January 2025; and
- Reserve Hearing Date (if necessary) on 16 January 2025.

The nature of the representations will depend on the extent of agreement that has been reached between the parties by that stage.

Set out below are the details of this request to speak at the above hearings.

Name and unique reference number	[REDACTED] Reference: 20049382	Eversheds Sutherland (International) LLP
E-mail address and contact telephone number	E-mail: [REDACTED]@eversheds-sutherland.com	Tel: [REDACTED]
Name and unique reference number of organisation representing	INEOS Nitriles (UK) Limited	Reference: 20049382

Plot Numbers relevant to participation in Compulsory Acquisition Hearing

Part 1 – Freehold interests

Land Plan 9 Plot:
9/20

Land Plan 10 Plots:
10/18, 10/19, 10/20, 10/21, 10/22, 10/23,
10/24, 10/25, 10/46, 10/47

Land Plan 15 Plots:
15/100, 15/103,

Part 1 – Lessees or Tenants or Reputed Lessees or Tenants

Land Plan 11 Plots:
11/39, 11/41, 11/64, 11/93, 11/94, 11/113,
11/122, 11/129, 11/130, 11/132

Land Plan 12 Plot:
12/3

Land Plan 14 Plots:
14/44, 14/46

Land Plan 15 Plots:
15/71, 15/79, 15/81, 15/85, 15/101, 15/105,
15/132, 15/133, 15/134, 15/143, 15/144,
15/147, 15/149, 15/155, 15/187, 15/192,
15/201, 15/206, 15/210, 15/211, 15/214,
15/215, 15/218, 15/236.

Part 1 – Occupiers or Reputed Occupiers

Land Plan 5 Plot:
5/46

Land Plan 9 Plots:
9/1, 9/18, 9/20, 9/21, 9/25

Land Plan 10 Plots:
10/1, 10/3, 10/4, 10/7, 10/11, 10/13, 10/14,
10/17, 10/18, 10/19, 10/20, 10/21, 10/24,
10/25, 10/30, 10/46, 10/47

Land Plan 11 Plots:
11/39, 11/41, 11/42, 11/61, 11/64, 11/69,
11/93, 11/94, 11/113, 11/122, 11/129, 11/130,
11/132

Land Plan 12 Plot
12/3

Land Plan 14 Plots:
14/44, 14/46

Land Plan 15 Plots:
15/71, 15/79, 15/81, 15/85, 15/101, 15/102,
15/104, 15/105, 15/132, 15/133, 15/134,
15/143, 15/144, 15/147, 15/149, 15/155,
15/187, 15/189, 15/192, 15/201, 15/206,

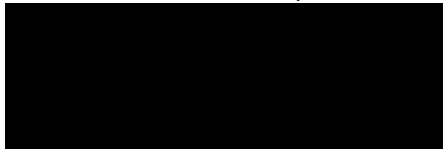
	<p>15/210, 15/211, 15/214, 15/215, 15/218, 15/236.</p> <p><u>Part 3 – Persons enjoying rights over land</u></p> <p>Land Plan 5 Plot: 5/46</p> <p>Land Plan 9 Plots: 9/1, 9/18, 9/21, 9/25</p> <p>Land Plan 10 Plots: 10/1, 10/3, 10/4, 10/7, 10/11, 10/13, 10/14, 10/17, 10/25, 10/30</p> <p>Land Plan 11 Plots: 11/42, 11/61, 11/69, 11/130</p> <p>Land Plan 15 Plots: 15/102, 15/104, 15/132, 15/133, 15/134, 15/143, 15/144, 15/147, 15/149, 15/155, 15/189.</p> <p><u>Part 4 - Crown Interests</u></p> <p>Plot 11/93 – Land Plan 11</p> <p><u>Part 5 - Open space</u></p> <p>Plots 14/44, 14/46 – Land Plan 14</p> <p>15/236 – Land Plan 15</p>
<p>Examination Library Documents to be referred to</p>	<p>Draft Development Consent Order; Book of Reference; Works Plans; and Statement of Reasons for the CPO.</p>

Response to ExQ2

Please see below for INEOS’s response to the ExA’s written questions.

I trust that the above is clear however please do not hesitate to contact me should you have any queries.

Yours sincerely



Partner
Eversheds Sutherland (International) LLP

Response to ExQ2

INEOS Nitriles (UK) Limited

ExQ	Question to:	Question	Response
Q2.9.12	IPs/APs	Side, or other, Agreements The ExA would ask any IP/ AP who wish to have PPs, who haven't already submitted their preferred PPs, to submit a copy of their preferred PPs into the ExA for its consideration.	Please see below.

FOR THE PROTECTION OF INEOS NITRILES (UK) LIMITED

1. For the protection of INEOS, the following provisions have effect, unless otherwise agreed in writing between the undertaker and INEOS.
2. In this Part of this Schedule—

“INEOS” means INEOS Nitriles (UK) Limited (Company number 06238238) whose registered office is Biz Hub, Belasis Business Centre Coxwold Way, Belasis Business Park, Billingham TS23 4EA and any successor in title or function to the INEOS operations;

“the INEOS operations” means the operations or property within and adjacent to the Order limits vested in INEOS Nitriles (UK) Limited including the pipeline crossing the Order limits owned and operated by INEOS used at various times for the passage of multi-purpose hydrocarbon fuels and all ancillary apparatus including such works and apparatus properly appurtenant to the pipelines as are specified by section 65(2) (meaning of “pipe-line”) of the Pipe-lines Act 1962;

"Order" means The H2 Teesside Order as it is made by the Secretary of State and references to "Draft Order" are references to the draft of the Order most recently submitted to the Planning Inspectorate and published on [2024].

"Parties" means the undertaker and INEOS and "Party" shall be construed accordingly;

“works details” means-

- (a) plans and sections;
- (b) details of the proposed method of working and timing of execution of works;
- (c) details of vehicle access routes for construction and operational traffic;
- (d) schedules of work and associated risk assessments; and
- (e) any further particulars provided in response to a request under paragraph 3.

Consent under this Part

3. Before commencing any part of the authorised development which is to be undertaken on any land owned or controlled by INEOS or may have an effect on the operation or maintenance of the INEOS operations or access to them, the undertaker must submit to INEOS the works details for the proposed works and such further particulars as INEOS may, within 28 days from the day on which the works details are submitted under this paragraph, reasonably require.
4. No works comprising any part of the authorised development which is to be undertaken on any land owned or controlled by INEOS or would have an effect on the operation or maintenance of the INEOS operations or access to them are to be commenced until the works details in respect of those works submitted under paragraph 3 have been approved by INEOS. In particular, INEOS' vehicular accessways to the River Tees should be no more constrained than the existing access points as at the date of the Order.
5. —(1) Any approval of INEOS required under paragraph 4 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as INEOS may require to be made for—
 - (a) the continuing safety, or operational activity of the INEOS operations;

- (b) the continuing safe operation of infrastructure not belonging to INEOS but within or adjacent to the INEOS operations, including access at all times for inspection maintenance and repair etc whether that be by INEOS or by any party with rights in the land or infrastructure on or in the land; and
 - (c) the requirement for INEOS to have—
 - (i) uninterrupted and unimpeded emergency access with or without vehicles to the INEOS operations at all times; and
 - (ii) uninterrupted and unimpeded access with or without vehicles to inspect, repair, replace and maintain and ensure the continuing safety and operation of the INEOS operations.
 - (iii) uninterrupted and unimpeded access with or without vehicles to the River Tees at all times.
- (2) Any approval of INEOS required under paragraph 3 including any reasonable requirements required by INEOS under sub-paragraph (1), must be made in writing within a period of 28 days (unless a shorter period is otherwise agreed in writing between the undertaker and INEOS) beginning with the date on which the works details were submitted to INEOS under paragraph 3 or the date on which any further particulars requested by INEOS under paragraph 3 were submitted to INEOS (whichever is the later).
 - (3) The authorised development must be carried out in accordance with the works details approved under paragraph 4 and any requirements imposed on the approval under subparagraph (1).
 - (4) Where there has been a reference to dispute resolution in accordance with paragraph 8 and approval is given for the works details, the authorised development must be carried out in accordance with the approval and conditions contained in the decision under paragraph 10.
 - (5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but (unless otherwise agreed in writing between the undertaker and INEOS) in no case less than 28 days before commencing the execution of any restricted works, new works details, instead of the works details submitted, and having done so the provisions of paragraphs 3-5 apply to and in respect of the new works details.

Compliance with requirements, etc. applying to the INEOS operations

6. In undertaking any works in relation to the INEOS operations or exercising any rights relating to or affecting the INEOS operations, the undertaker must comply with such conditions, requirements or regulations relating to health, safety, security and welfare as are operated in relation to access to or activities in the INEOS operations.

Indemnity

7. —(1) Subject to sub-paragraphs (2) and (3) if by reason or in consequence of the construction of the works referred to in paragraph 3, any damage is caused to the INEOS operations or there is any interruption in any service provided, or in the supply of any goods, by INEOS, the undertaker must:-
 - (a) bear and pay the cost reasonably incurred by INEOS in making good such damage or restoring the supply; and
 - (b) indemnify INEOS for any other expenses, loss (including loss of profits), damages, penalty, claims, investigations, demands, charges, actions, notices, proceedings, orders, awards, judgments, damages, other liabilities and expenses (including legal fees, expenses and fines) or

costs incurred by INEOS, by reason or in consequence of any such damage or interruption.

- (2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of INEOS, its officers, employees, servants, contractors or agents.
- (3) INEOS must give the undertaker reasonable notice of any such claim or demand.
- (4) INEOS must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 7 applies. If requested to do so by the undertaker, INEOS must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph 7 for claims reasonably incurred by INEOS.

Dispute resolution

10.—(1) Any difference in relation to the provisions in this part of this schedule must be referred to:-

- (a) a meeting between a senior representative of INEOS and a senior representative of the undertaker to seek agreement on the matter in dispute within 21 days from the date of a dispute first being notified in writing by one party to the other; and
- (b) in the absence of the difference being settled within that period, to be settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the undertaker and INEOS or, in the absence of agreement identified by the President of the Institute of Civil Engineers, who must be sought to be appointed within 28 days of the notification of the dispute.
- (3) The fees of the expert are payable by the Parties in such proportions as the expert may determine or, in the absence of such determination, equally as between the Parties.
- (4) The expert must -
 - (a) invite the Parties to make submissions to the expert in writing and copied to the other party to be received by the expert within 21 days of the expert's appointment;
 - (b) allow each Party an opportunity to comment on the submissions made by the other provided they are received within 21 days of the receipt of the submissions referred to in paragraph (4)(a) above;
 - (c) issue a decision within 42 days of receipt of the submissions submitted pursuant to paragraph (4)(a) above; and
 - (d) give reasons for the decision.
- (5) The expert must consider:-
 - (a) whether under the Order, the undertaker's outcomes could be achieved in any alternative manner without INEOS' operations or own works being materially compromised; and
 - (e) any other important and relevant considerations.

(6) Any determination by the expert is final and binding except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to the courts of England and Wales.