

National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

Date: 18 December 2024
Our Ref: ██████████\355379.000004
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Email: ██████████@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: 20049403

Response to Deadline 5

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

Registration to Attend Hearings

I can confirm that Navigator 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 for the request to speak at the above hearings.

Name and unique reference number	██████████ Reference: 20049403	Eversheds Sutherland (International) LLP
E-mail address and contact telephone number	E-mail: ██████████@eversheds-sutherland.com	Tel: ██████████

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Name and unique reference number of organisation representing	Navigator Terminals Limited	Reference: 20049403
Plot Numbers relevant to participation in Compulsory Acquisition Hearing	<p><u>Part 1 – Freehold interests</u></p> <p>> Plots 10/37, 10/38, 10/41, 10/42, 10/43, 11/7, 11/8, 11/11, 11/12, 11/14, 11/15, 11/17, 11/19, 11/20, 11/21, 11/24, 11/25, 11/26, 11/43, 11/44, 11/45, 11/46, 11/47, 11/48, 11/49, 11/53, 11/54, 11/55, 11/56, 11/57, 11/58, 11/59, 11/60, 11/62, 11/63, 11/64, 11/65, 11/66</p> <p><u>Part 1 – Lessees or Tenants or Reputed Lessees or Tenants</u></p> <p>> Plots 5/28, 5/30, 5/31, 5/34, 5/35, 8/3, 8/4, 10/7.</p> <p><u>Part 1 – Occupiers or Reputed Occupiers</u></p> <p>> Plots 5/28, 5/30, 5/31, 5/34, 5/35, 5/46, 8/1, 8/2, 8/3, 8/4, 8/5, 8/6, 8/7, 8/8, 8/9, 8/10, 8/11, 8/12, 9/1, 9/20, 9/21, 9/25, 9/46, 9/47, 10/3, 10/4, 10/7, 10/11, 10/12, 10/13, 10/14, 10/17, 10/18, 10/24, 10/25, 10/26, 10/29, 10/30, 10/31, 10/32, 10/33, 10/34, 10/35, 10/36, 10/37, 10/38, 10/40, 10/41, 10/42, 10/43, 11/1, 11/2, 11/3, 11/6, 11/7, 11/8, 11/11, 11/12, 11/14, 11/15, 11/17, 11/18, 11/19, 11/20, 11/21, 11/24, 11/25, 11/26, 11/28, 11/29, 11/43, 11/45, 11/46, 11/47, 11/48, 11/49, 11/53, 11/54, 11/55, 11/56, 11/57, 11/60, 11/62, 11/63, 11/64, 11/65, 11/66.</p> <p><u>Part 3 – Persons entitled to make a claim</u></p> <p>> Plots 8/1, 8/2, 8/3, 8/4, 8/5, 8/6, 8/7, 8/8, 8/9, 9/1, 10/3, 10/4, 10/7, 11/1, 11/2, 11/3, 11/6, 5/46, 8/10, 8/11, 8/12, 9/20, 9/21, 9/25, 9/46, 9/47, 10/11, 10/12, 10/13, 10/14, 10/17, 10/18, 10/24, 10/25, 10/26, 10/29, 10/30, 10/31, 10/32, 10/33, 10/34, 10/35, 10/36, 10/40, 11/18, 11/28, 11/29.</p> <p><u>Part 3 – Persons enjoying rights over land</u></p> <p>> Plots 5/46, 8/1, 8/2, 8/3, 8/4, 8/5, 8/6, 8/7, 8/8, 8/9, 8/10, 8/11, 8/12, 9/1, 9/20, 9/21, 9/25, 9/46, 9/47, 10/3, 10/4, 10/7, 10/11, 10/12, 10/13, 10/14, 10/17, 10/18, 10/24, 10/25, 10/26, 10/29, 10/30, 10/31, 10/32, 10/33, 10/34, 10/35, 10/36, 10/40, 11/1, 11/2, 11/3, 11/6, 11/18, 11/29</p>	

Examination Library Documents to be referred to	Draft Development Consent Order; Book of Reference; Works Plans; and Statement of Reasons for the CPO.
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Response to ExQ2

Please see below for Navigator'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
Navigator Terminals Limited

ExQ1	Question to:	Question	Response
Q2.9.12	Ips/ APs	<p>PPs/ Side, or other, Agreements</p> <p>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.</p>	Please see below.

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PROTECTIVE PROVISIONS

FOR THE PROTECTION OF NAVIGATOR TERMINALS SEAL SANDS LIMITED

1. For the protection of Navigator Terminals, the following provisions have effect, unless otherwise agreed in writing between the undertaker and Navigator Terminals.

2. In this Part of this Schedule—

“Navigator Terminals” means Navigator Terminals Seal Sands Limited (company number 00829104) whose registered address is Oliver Road, Grays, RM20 3ED and Navigator Terminals North Tees Limited (company number 09889506) whose registered address is Oliver Road, Grays, RM20 3ED and any successor in title or function to the Navigator Terminals operations;

“the Navigator Terminals operations” means the operations within and adjacent to the Order limits vested in Navigator Terminals including the existing terminal and bulk liquid storage facility and the pipeline crossing the Order limits operated by Navigator Terminals 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; and

“works details” means—

- (a) plans and sections;
- (b) details of the proposed method of working and timing of execution of works (including, but not limited to, the details for managing any contamination and contaminated land and arrangements for remediating the said contamination and the site);
- (c) details of vehicle access routes for construction and operational traffic;
- (d) schedules of work and associated risk assessments; and
- (d) 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 Navigator Terminals or may have an effect on the operation or maintenance of the Navigator Terminals operations or all necessary and existing access to them, the undertaker must submit to Navigator Terminals the works details for the proposed works and such further particulars as Navigator Terminals may, within 28 days from the day on which the works details are submitted under this paragraph, reasonably require for approval by Navigator Terminals.

4. No works comprising any part of the authorised development which is to be undertaken on any land owned or controlled by Navigator Terminals or would have an effect on the operation or maintenance of the Navigator Terminals 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 Navigator Terminals.

5. Any approval of Navigator Terminals required under paragraph 4 must not be unreasonably withheld or delayed and a response shall be provided within 28 days from the day when the last such works details (including any additional details requested) are provided pursuant to paragraph 3 but may be given subject to such reasonable requirements as Navigator Terminals may require to be made for—

- (a) avoiding any material impact on or risk to Navigator Terminals’ operations (for the avoidance of doubt where the reasonable requirements relate to such matters, a reasoned explanation will be provided by Navigator Terminals to substantiate the need for these requirements);

- (b) the requirement for Navigator Terminals to have uninterrupted and unimpeded access with or without vehicles at all times to inspect, repair, replace and maintain and ensure the continuing safety and operation or viability of the Navigator Terminals operations; and
 - (c) the proposal for Navigator Terminals to route its own CO2 pipeline through the pipeline corridor to the North and West of the Navigator Operations associated with its proposed Co2 Hub development.
- 6. (1) The authorised development must be carried out with good and suitable materials in a good and workmanlike manner in accordance with the works details approved under paragraph 4 and any requirements imposed on the approval under paragraph 10 and all other statutory and other requirements or regulations.

(2) Where there has been a reference to dispute resolution in accordance with paragraph 10 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.
- 7. (1) The undertaker will use best endeavours not to locate the tunnel head for the river crossing (Work No. 6B.1 - Hydrogen Distribution Network - Above Ground Installations) within the area shown edged green and labelled CO2 Hub Development on drawing 22004379PLNOP481.1 appended to these protective provisions.

(2) the tunnel head for the river crossing (Work No. 6B.1 - Hydrogen Distribution Network - Above Ground Installations) shall also be located as far north west as is technically feasible and the undertaker will provide a written account to Navigator Terminals with full details of how the location was decided upon.

(3) The undertaker will also use best endeavours to minimise the area of temporary possession for; construction associated with the tunnel head and tunnel construction; and any construction compound and laydown area, and to ensure that such areas are located outside of the land identified by Navigator Terminals for its proposed Co2 development, edged green on the said drawing.
- 8. The undertaker will pay the reasonable costs of Navigator Terminals incurred in dealing with any approvals, review of documentation, supervision, auditing, safety assessments, engineering advice, lawyers' and other professional fees (whether internal or external costs) associated with compliance with any matters set out in these protective provisions within 14 days of a statement of such costs being provided in writing to the undertaker.

Indemnity

- 9. (1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 3, any damage, loss, or interruption is caused to the Navigator Terminals operations, the undertaker must—
 - (a) bear and pay the cost incurred by Navigator Terminals in making good such damage or restoring the supply; and
 - (b) indemnify Navigator Terminals for any other expenses, loss (including, but not limited to, loss of profits), damages, investigations, demands, charges, actions, notices, proceedings, orders, awards, judgments, damages, other liabilities and expenses (including legal fees, expenses and fines) or costs incurred of any kind or nature whatsoever by them,, 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 solely to the act, neglect or default of Navigator Terminals, its officers, employees, servants, contractors or agents.
- (3) Navigator Terminals must give the undertaker reasonable notice of any such claim or demand.
- (4) Navigator Terminals must use its reasonable endeavours to mitigate in whole or in part and to minimise so far as it is able and using the steps of a reasonably prudent operator of such a

facility any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 7 applies. If requested to do so by the undertaker, Navigator Terminals must provide reasonable details to substantiate any cost or compensation claimed pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph 9 for claims reasonably incurred by Navigator Terminals.

Dispute Resolution

10. (1) Any difference in relation to the provisions in this part of this schedule must be referred to:-
 - (a) meeting between a senior representative of Navigator Terminals 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 Navigator Terminals 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 Navigator Terminals' 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.

Key:
 Order Limits
 CO2 Hub Development

Notes:

Coordinate System: British National Grid
 Projection: Transverse Mercator
 Datum: OSGB 1936

Interest:
 Navigator Terminal Seal Sands Limited

Location:
 Teesport, Redcar and Cleveland, Tees
 Valley, TS6 6AF

Coords: 454259, 524572

Scheme Name:
 H2Teesside

Drawing Name:
 Option Plan

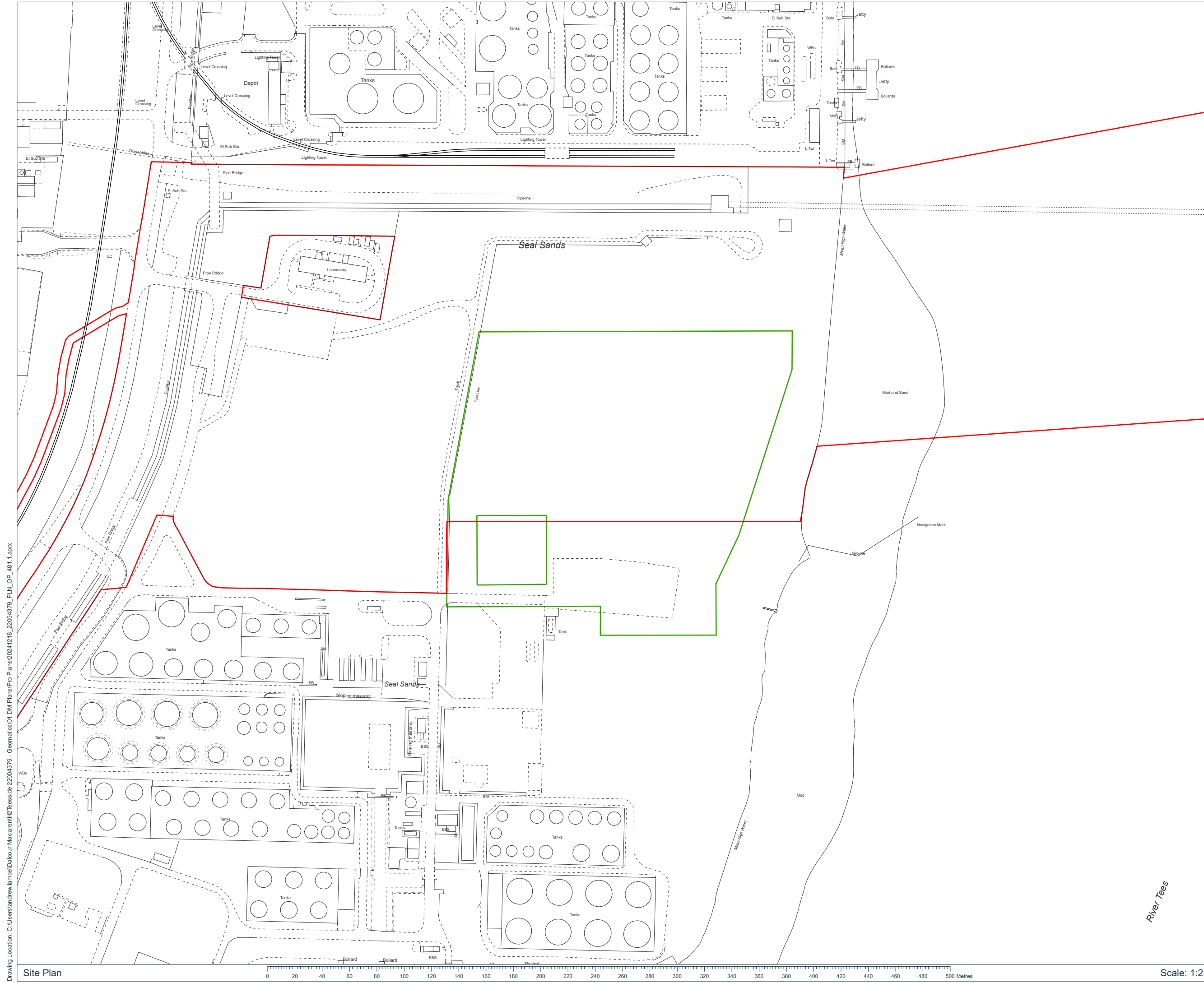
Drawing No: 22004379_PLN_OP_481.1

Rev	Date	Description
-	18.12.2024	First Issue

Drawn: AL
Approved: HS
Sheet No: 1 of 1
Sheet Size: A3



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Scale: 1:2500

Drawing Location: C:\Users\andrew.lambe\Dalcour MacLaren\H2 Teesside - 22004379 - Geomatics\01 DM Plans\Pro Plans\20241218_22004379_PLN_OP_481.1.aprx