

Planning Act 2008
Application by H2 Teesside Limited for an Order Granting Development
Consent for the H2Teesside Project
Compulsory Acquisition Hearing 2 ("CAH 2")
Natara Global Limited ("Natara")
Summary of Oral Submissions

1. Fieldfisher LLP acts for Natara (Interested Party Reference Number 20049369).
2. Baker Rose (Natara's Surveyors) submitted Written Representations on 3 October 2024 and 8 January 2025. BRC also attended and participated at the Compulsory Acquisition Hearing on 13 November 2024 (the "**CAH1**")
3. Natara's position remains as described in the Written Representations and as reserved in the representations made at the CAH1.
4. Natara continues to have no objection to the Application in principle, provided that appropriate protective provisions are inserted on the face of the Order or preferably a comprehensive compromise agreement is agreed and entered into.
5. Natara has a manufacturing facility on land and buildings on the south side of Belasis Avenue, Billingham, Stockton-on-Tees. H2 Teesside is seeking use of, and access to, the only site entrance from Belasis Avenue onto the Property, along with access to and exclusive control of part of the yard areas between the site buildings and the rear yard beyond at the eastern limits of the Property.
6. Given the nature of the operations on the site and its critical role in Natara's wider supply chain/business, it is essential to Natara's global operations that this site remains operational as there will be significant cost implications if Natara's business is interrupted.
7. In essence, Natara is of the view that there is no compelling case for the compulsory acquisition of land and rights over its facility on Teesside in the absence of adequate protective provisions being provided by H2 Teesside.
8. Natara has made it clear that is willing to enter into a contractual agreement to grant temporary and permanent rights over its Property so that H2 Teesside can construct and operate the Project, provided appropriate terms can be agreed.
9. With Baker Rose we reviewed the draft contract heads of terms issued by the Applicant on 11th November 2024 and draft protective provisions issued by the Applicant on 8th November 2024 shortly before CAH1 (13 November 2024). Baker Rose wrote to the Applicant on 4th December 2024 to state that our client wished to see a draft agreement covering the land rights and protective provisions.
10. Baker Rose wrote again on 11th December 2024 to reserve our client's position on the request for an agreement and to request updates to the draft HoTs and protective provisions issued by the Applicant to include the key terms acceptable to Natara which still had not been addressed in the draft documentation issued by the Applicant up to that point.
11. Subsequently discussions were had with the Applicant, including a meeting on 18 December 2024, which resulted in some progress being made in addressing our client's concerns. However, HT2 Teesside said they wished to focus on the HoTs. Natara's view was that given progress had made on operational matters it was more expedient to progress negotiations on the actual drafting of an agreement.
12. As a result, Fieldfisher drafted a suite of agreements which incorporated the contractual terms and protective provisions acceptable to Natara and submitted these to the applicant on the 20 December 2024.

13. At a further meeting on 8th January 2024 we were informed that the Applicant would aim to provide comments on the Fieldfisher suite of draft documents by the end of the 17 January 2025.
14. The Applicant's representative had previously responded on the 7 January 2024 focusing only on the superseded HoTs. The proposed response date would be beyond the hearings this week and the reserve date on 16 January 2025.
15. It is Natara's view that the negotiations for an agreement/protective provisions are not being progressed in a sufficiently timely manner.
16. We would remind the Applicant that the use of compulsory purchase powers is a matter of last resort and that negotiations for the relevant rights should take place.
17. The Guidance on the use of CPO powers under the Planning Act 2008 states:
 - a. Applicants should seek to acquire land by negotiation wherever practicable. As a general rule, authority to acquire land compulsorily should only be sought as part of an order granting development consent if attempts to acquire by agreement fail.
 - b. The applicant should be able to demonstrate to the satisfaction of the Secretary of State that all reasonable alternatives to compulsory acquisition (including modifications to the scheme) have been explored. The applicant will also need to demonstrate that the proposed interference with the rights of those with an interest in the land is for a legitimate purpose, and that it is necessary and proportionate.
 - c. The Secretary of State must ultimately be persuaded that the purposes for which an order authorises the compulsory acquisition of land are legitimate and are sufficient to justify interfering with the human rights of those with an interest in the land affected.
18. Fieldfisher did not receive a substantive response on the agreements sent to Pinsent Masons on 20 December 2024 by 17 January 2025.
19. In the absence of any meaningful progress by the 6th February 2025 it may be of assistance for the Examining Authority to programme a further hearing date in order to address protective provisions, where there are outstanding issues between the parties. Objectors could also set out why the balance between the relevant interests of each party has not been met and why they think a compelling case for the compulsory acquisition of rights has not been made.
20. To the extent that no protective provisions are agreed between the parties, Natara will request that amendments are made to the Order to include protective provisions drafted by Fieldfisher on behalf of Natara in order to adequately safeguard its business and operations.

Fieldfisher LLP
22 January 2025