

Planning Inspectorate Reference: EN070009/APP/4.1
Order: The H2 Teesside Order to 202*
December 2024 Draft: Draft Order revision 5: December 2024
Applicant: H2 Teesside Limited
Schedule 23: Schedule 23 of the December 2024 draft.
Suez: Suez Recycling and Recovery UK Ltd

SUEZ is a global recycling and resource management company, which serves over 12 million people and handles over 9.9 million tonnes of domestic, commercial and industrial waste each year. SUEZ provided services for over 30,000 public and private sector customers and operates a network of facilities including: recycling, composting, refuse derived fuel production, solid recovered fuel production, wood processing, EfW and landfill.

The background to this representation is that SUEZ owns and operates a significant waste management facility at the site. This principally consists of the operation of five separate moving grate energy from waste lines which have capacity to manage around 376,000 tonnes per annum, in addition a further sixth line has an extant permission for another 200,000 tonnes per annum. Waste streams are delivered via road from across several local authority areas in the north east as well as local businesses.

Suez objects to the inclusion in the Order of the Protective Provisions set out in Schedule 23 for the reasons set out below: -

1. General/overarching

The provisions have not been agreed by Suez.

The provisions are inadequate for the protection of the Suez site and the risk presented by the intrusion and the effect of the authorised development on the Suez site.

Significantly more comprehensive and detailed protective provisions are required for the proper protection of the Suez site and its operations as demonstrated by the provisions set out in the other schedules dealing with the issue of protection and safety of lands and operations affected by the Order.
2. Paragraph 7 (2) (b) of the December 2024 draft

Suez will not agree and cannot be expected to agree that it will not be entitled to recover indirect or consequential loss or loss of profit in consequence of the authorised development.

These losses will be suffered by Suez as a result of a development and a risk imposed upon Suez without its consent and for which Suez receives no direct benefit.

This is a restriction that no organisation should be expected to bear.

Suez submits that the Secretary of State does not have authority to impose such a

restriction in the Order without the consent of Suez.

For clarity, Suez does not agree to any such restriction.

Many of the protective provisions set out in the relevant schedules do not exclude indirect consequential loss or loss of profit being recovered by the landowner. In addition to the general principle that such a restriction should not be imposed, Suez is simply expecting that it will be in the same position as these landowners.

Suez wishes to make clear that will continue to engage and negotiate in good faith with the undertaker to agree protective provisions that are necessary and fair in the circumstances and wishes to reach agreement on protective provisions that can be incorporated into the Order.