

## PROTECTIVE PROVISIONS FOR THE PROTECTION OF THE BREAGH PIPELINE OWNERS

1. For the protection of the Breagh Pipeline Owners, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the Breagh Pipeline Owners.

2. In this Schedule—

“Breagh Pipeline” means the twenty inch (20”) diameter pipeline and associated three inch (3”) monoethylene glycol pipeline and fibre-optic cable extending from the field known as the Breagh field located in UKCS blocks 42/12a and 42/13a to the onshore gas reception and processing terminal known as the Teesside Gas Processing Plant (located in Seal Sands, Teesside) owned by the Breagh Pipeline Owners and operated by the Breagh Pipeline Operator used at various times for the passage of natural gas 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;

“Breagh Pipeline Operations” means the operations or property, including the leasehold interests, rights of access and easements relating to the construction and operation of the Breagh Pipeline, within the Order limits vested in the Breagh Pipeline Owners and/or the Breagh Pipeline Operator;

“Breagh Pipeline Operator” means the person, firm or company designated by the Breagh Pipeline Owners to operate the Breagh Pipeline on their behalf, being, at the date of this Order, INEOS E&P (UK) Limited (company number 04376184), whose registered address is at Anchor House, 15-19 Britten Street, London, SW3 3TY and including any successor or assign in such capacity;

“Breagh Pipeline Owners” means any company that owns the Breagh Pipeline being, at the date of this Order, INEOS UK SNS Limited (company number 01021338) and ONE-DYAS UK LIMITED (company number 03531783), whose registered address is Anchor House, 15-19 Britten Street, London, SW3 3TY in respect of INEOS UK SNS Limited and 8th Floor, 100 Bishopsgate, London, EC2N 4AG in respect of ONE-DYAS UK LIMITED, and including any successors and assignees in such capacity; and

“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; and
- (d) any further particulars provided in response to a request under paragraph 3.

### **Consent under this Schedule**

3. Before commencing any part of the authorised development which would have an effect on the operation or maintenance of or access to the Breagh Pipeline or the Breagh Pipeline Operations, the undertaker must submit to the Breagh Pipeline Owners the works details for the proposed works and such further particulars as the Breagh Pipeline Owners 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 would have an effect on the operation or maintenance of or access to the Breagh Pipeline or the Breagh Pipeline Operations are to be commenced until the works details in respect of those works submitted under paragraph 3 have been approved by the Breagh Pipeline Owners.

5.—(1) Any approval of the Breagh Pipeline Owners required under paragraph 4 must not be unreasonably withheld or delayed and must be given within 28 days from the date the works details are submitted under paragraph 3, but may be given subject to such reasonable requirements as the Breagh Pipeline Owners may require to be made for—

- (a) the continuing safety and operational viability of the Breagh Pipeline (for the avoidance of doubt where the reasonable requirements relate to such matters, a reasoned explanation will be provided by the Breagh Pipeline Owners to substantiate the need for these requirements); and
- (b) the requirement for the Breagh Pipeline Owners to have—
  - (i) uninterrupted and unimpeded emergency access with or without vehicles to the Breagh Pipeline and the Breagh Pipeline Operations at all times; and
  - (ii) reasonable access with or without vehicles to inspect, repair, replace and maintain and ensure the continuing safety and operation or viability of the Breagh Pipeline and the Breagh Pipeline Operations.

(2) Where the Breagh Pipeline Owners can reasonably demonstrate that the authorised development will significantly adversely affect the safety of the Breagh Pipeline and the Breagh Pipeline Operations they are entitled to withhold their authorisation until the undertaker can demonstrate to the reasonable satisfaction of the Breagh Pipeline Owners that the authorised development will not significantly adversely affect the safety of the Breagh Pipeline and Breagh Pipeline Operations.

(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 sub-paragraph (1).

(4) Where there has been a reference to an arbitrator in accordance with paragraph 8 and the arbitrator gives approval for the works details, the authorised development must be carried out in accordance with the approval and conditions contained in the decision of the arbitrator under paragraph 8.

### **Compliance with requirements, etc. applying to the Breagh Pipeline and the Breagh Pipeline Operations**

6. In undertaking any works in relation to the Breagh Pipeline and the Breagh Pipeline Operations or exercising any rights relating to or affecting the Breagh Pipeline and the Breagh Pipeline 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 Breagh Pipeline and the Breagh Pipeline Operations.

### **Indemnity**

7.—(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 is caused to the Breagh Pipeline and the Breagh Pipeline Operations or there is any interruption in any service provided, or in the supply of any goods, by the Breagh Pipeline Owners, the undertaker must—

- (a) bear and pay the cost reasonably incurred by the Breagh Pipeline Owners in making good such damage or restoring the supply; and
- (b) make reasonable compensation to the Breagh Pipeline Owners for any other expenses, loss, damages, penalty or costs incurred by the Breagh Pipeline Owners, 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—

- (a) any damage or interruption to the extent that it is attributable to the act, neglect or default of the Breagh Pipeline Owners, its officers, servants, contractors or agents; or
- (b) any indirect or consequential loss or loss of profits by the Breagh Pipeline Owners.

(3) The Breagh Pipeline Owners must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) The Breagh Pipeline Owners must use their 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.

(5) If requested to do so by the undertaker, the Breagh Pipeline Owners 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).

(6) The undertaker shall only be liable under this paragraph 7 for claims reasonably incurred by the Breagh Pipeline Owners.

#### **Arbitration**

**8.** Any difference or dispute arising between the undertaker and the Breagh Pipeline Owners under this Schedule must, unless otherwise agreed in writing between the undertaker and the Breagh Pipeline Owners, be referred to and settled by arbitration in accordance with article 46 (arbitration).

1. The Applicant provided these protective provisions to the Breagh Pipeline Owners on 17 December 2024 and included them in the draft DCO submitted into the Examination at Deadline 5.
2. The Applicant has not received comments from the Breagh Pipeline Owners in respect of the form of the protective provisions. The Applicant submits that these are appropriate protective provisions to ensure the protection of the Breagh Pipeline Owners interests, having regard to the interactions between the property and operations of the Breagh Pipeline Owners and the Proposed Development.