

PROTECTIVE PROVISIONS FOR THE PROTECTION OF NORTHERN GAS NETWORKS LIMITED

Application

1. For this protection of the Northern Gas Networks Limited the following provisions shall, unless otherwise agreed in writing between the undertaker and Northern Gas Networks Limited, have effect.

Interpretation

2. In this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of Northern Gas Networks to enable Northern Gas Networks to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means any mains, pipes or other apparatus belonging to Northern Gas Networks which it uses for the purposes of its undertaking;

“functions” includes powers and duties;

“in” in a context referring to works, apparatus or alternative apparatus in land includes a reference to such works, apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” shall include the ability and right to do any of the following: construct, use, repair, alter, inspect, renew or remove;

“Northern Gas Networks” means Northern Gas Networks Limited (company number 05167070), whose registered office is at 1100 Century Way, Colton, Leeds, LS15 8TU;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed; and

“works” means all works carried out by the undertaker to construct, lay, render operational, maintain, repair, renew, inspect and replace the authorised development or any part thereof including without limitation ancillary works of excavation, resurfacing, protecting, testing and drainage works, as affect apparatus.

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3. Except for paragraphs 4 (apparatus of statutory undertaker in stopped up streets), 7 (retained apparatus: protection), 8 (expenses) and 9 (indemnity), this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Northern Gas Networks are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of statutory undertaker in stopped up streets

4. Notwithstanding the temporary closure or diversion of any street under the powers conferred by article 13 (temporary closure of streets and public rights of way), Northern Gas Networks is at liberty at all times to take all necessary access across any such stopped up street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that street, subject always to the undertaker’s unimpeded ability to carry out the works.

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Removal or diversion of apparatus

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in land in which the apparatus is placed, that apparatus must not be removed under this Schedule or

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otherwise, and any right of Northern Gas Networks to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Northern Gas Networks in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal or diversion of any apparatus placed in that land, it must give to Northern Gas Networks written notice of that requirement, together with a plan of the works and the removal or diversion works proposed, the proposed position of the alternative apparatus, and the proposed timeline for the works. Northern Gas Networks must reasonably approve these details. The undertaker must afford to Northern Gas Networks, to their reasonable satisfaction, the necessary facilities and rights for—

- (a) the construction of alternative apparatus in other land of the undertaker; and
- (b) the maintenance of that apparatus,

and after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 46 (arbitration) and after the grant to Northern Gas Networks of any such facilities and rights, Northern Gas Networks must complete the works and bring the alternative apparatus into operation and subsequently remove any apparatus required to be removed by the undertaker and must use its reasonable endeavours to meet the undertaker's proposed timeline, and in any event must do so without undue delay, in accordance with the details provided by the undertaker under this sub-paragraph or as otherwise reasonably agreed by the undertaker.

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(3) If, in consequence of the works carried out by the undertaker, Northern Gas Networks reasonably needs to remove or divert any of its apparatus, it must without undue delay give the undertaker written notice of that requirement, together with a plan of the work proposed, the proposed position of the alternative apparatus and the proposed timeline for the works. The undertaker must reasonably approve these details and must afford to Northern Gas Networks, to their reasonable satisfaction, the necessary facilities and rights for—

- (a) the construction of alternative apparatus in other land of the undertaker; and
- (b) the maintenance of that apparatus,

and after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 46 (arbitration) and after the grant to Northern Gas Networks of any such facilities and rights, Northern Gas Networks must complete the works and bring the alternative apparatus into operation and subsequently remove any apparatus required to be removed by the undertaker without undue delay and in accordance with the approved details and timeline.

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(4) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraphs (2) and (3) in the land in which the alternative apparatus or part of such apparatus is to be constructed, Northern Gas Networks must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible take such steps as are reasonable in the circumstances (at the undertaker's expense) to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

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(5) Paragraphs 8 (expenses) and 9 (indemnity) of this Schedule apply to removal or diversions works under this paragraph 5, subject to Northern Gas Networks providing to the undertaker in advance and in writing (to the extent practicable) a reasonable cost estimate for works that it proposes to carry out.

Facilities and rights for alternative apparatus

6.—(1) Where, in accordance with the provisions of this Schedule, the undertaker affords to Northern Gas Networks facilities and rights for the construction and maintenance in land of the undertaker of

alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Northern Gas Networks or in default of agreement settled by arbitration in accordance with article 46 (arbitration).

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(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus in the land of the undertaker, and the terms and conditions to which those facilities and rights are to be granted, are less favourable on the whole to Northern Gas Networks than the facilities and rights enjoyed by it in respect of the apparatus to be removed (as agreed between the undertaker and Northern Gas Networks, or failing agreement, in the opinion of the arbitrator), then the undertaker and Northern Gas Networks must agree appropriate compensation for the extent to which the new facilities and rights render Northern Gas Networks less able to effectively carry out its undertaking or require it to do at greater cost.

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(3) If the amount of compensation cannot be agreed, the matter must be settled by arbitration in accordance with article 46 (arbitration) and the arbitrator must make provision for the payment of appropriate compensation by the undertaker to Northern Gas Networks as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

7.—(1) Not less than 28 days before commencing the execution of any works that will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus, or (wherever situated) impose any load directly upon any apparatus or involve embankment works within 15 metres of any apparatus, the removal or diversion of which apparatus has not been required by the undertaker under paragraph 5(2) or otherwise or by Northern Gas Networks under paragraph 5(3), the undertaker must submit to Northern Gas Networks a plan showing the works and the apparatus.

(2) The plan to be submitted to Northern Gas Networks under sub-paragraph (1) shall be detailed including a method statement describing—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
- (d) the position of all apparatus; and
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any apparatus.

(3) Subject to sub-paragraph (4) the undertaker must not commence the construction or renewal of any works to which sub-paragraph (1) or (2) apply until Northern Gas Networks has given written approval of the plan so submitted.

(4) Any approval of Northern Gas Networks required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and
- (b) must not be unreasonably withheld or delayed.

(5) In relation to works to which sub-paragraph (1) applies, Northern Gas Networks may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of producing or securing proper and convenient means of access to any apparatus.

(6) Works executed under this Order to which this paragraph 7 applies must be executed only in accordance with the relevant plan, notified under sub-paragraph (1) and approved (with conditions, if applicable) under sub-paragraph (4), as amended from time to time by agreement between the

undertaker and Northern Gas Networks. Northern Gas Networks is entitled to watch and inspect the execution of those works.

(7) Where Northern Gas Networks requires any protective works or subsidence monitoring to be carried out either by itself or by the undertaker (whether of a temporary or permanent nature), Northern Gas Networks must give the undertaker notice of such requirement in its approval under sub-paragraph (3), and—

- (a) such protective works must be carried out to Northern Gas Networks' reasonable satisfaction prior to the carrying out of the relevant part of the works;
- (b) ground subsidence monitoring must be carried out in accordance with a scheme approved by Northern Gas Networks (such approval not to be unreasonably withheld or delayed), which shall set out—
 - (i) the apparatus which is to be subject to such monitoring;
 - (ii) the extent of land to be monitored;
 - (iii) the manner in which ground levels are to be monitored;
 - (iv) the timescales of any monitoring activities; and
 - (v) the extent of ground subsidence which, if exceeded, must require the undertaker to submit for Northern Gas Networks' approval a ground subsidence mitigation scheme in respect of such subsidence; and
- (c) if a subsidence mitigation scheme is required, it must be carried out as approved (such approval not to be unreasonably withheld or delayed).

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(8) Nothing in this paragraph shall preclude the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of the relevant works a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

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(9) The undertaker must not be required to comply with sub-paragraphs (1) or (2) in the case of emergency but in that case it must give to Northern Gas Networks notice as soon as is reasonably practicable and a plan of those works shall comply with the other requirements in this paragraph insofar as is reasonably practicable in the circumstances provided that it always complies with sub-paragraph (10).

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(10) At all times when carrying out any works authorised under the Order that may or will affect the apparatus, the undertaker must comply with the statutory undertaker's policies for safe working in proximity to gas apparatus including the "Specification for safe working in the vicinity of Northern Gas Networks, Gas pipelines and associated installation requirements for third parties NGN/SPSSW22" and the Health and Safety Executive guidance document "HS(G)47 Avoiding Danger from underground services".

Expenses

8.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Northern Gas Networks the charges, costs and expenses reasonably incurred by Northern Gas Networks in, or in connection with, the inspection, removal or diversion, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus which may be reasonably required and necessary in consequence of the execution of any such works as are required and approved under this Schedule, including without limitation—

- (a) any costs reasonably incurred or compensation properly paid by Northern Gas Networks in connection with the acquisition of rights or the exercise of statutory powers for such apparatus, including without limitation in the event that Northern Gas Networks elects to use compulsory purchase powers to acquire any necessary rights under paragraph 5(4);

- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any works carried out pursuant to this Schedule; and
- (g) any statutory loss of supply payments under the 'Guaranteed Standards of Service' regime that the statutory undertaker may incur in consequence of the works, but in the event that such payments are likely to become payable, the statutory undertaker must give the undertaker notice as soon as reasonably practicable of the payments and the likely amount.

(2) Northern Gas Networks must use its reasonable endeavours to mitigate in whole or in part, and in any event to minimise, any costs, expenses, loss, demands and penalties capable of being claimed under sub-paragraph (1). If requested to do so by the undertaker, Northern Gas Networks must provide an explanation of how the claimed expenses have been minimised or details to substantiate the cost or compensation claimed pursuant to sub-paragraph (1). The undertaker shall only be liable to pay expenses that have been reasonably incurred by Northern Gas Networks.

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(3) There is to be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal and not including the costs (if any) of disposing that apparatus.

(4) If in accordance with the provisions of this Schedule—

- (a) apparatus of a better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

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then, if this incurs greater expense than would have been incurred by a like-for-like (or as closed as practicable to like-for-like) replacement at the same depth, the undertaker shall not be liable for this additional expense.

(5) For the purposes of sub-paragraph (4) an extension to apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to and approved under this Schedule.

(6) An amount which apart from this sub-paragraph would be payable to Northern Gas Networks in respect of works by virtue of sub-paragraph (1), if the works include placing of apparatus provided in substitution for apparatus placed more than seven years and six months earlier so as to confer on Northern Gas Networks any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

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Indemnity

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9.—(1) Subject to sub-paragraphs (2), (3) and (4), and without detracting from paragraph 8 above, if by reason or in consequence of the construction of any works referred to and approved under this Schedule, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those

works) or property of Northern Gas Networks, or there is any interruption in any service provided, or in the supply of any goods, by Northern Gas Networks, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Northern Gas Networks in making good such damage or restoring the supply; and
- (b) make reasonable compensation to Northern Gas Networks for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker, by reason or in consequence of any such damage or interruption.

(2) The fact that any act or thing may have been done by Northern Gas Networks on behalf of the undertaker or in accordance with a plan approved by Northern Gas Networks or in accordance with any requirement of Northern Gas Networks as a consequence of the authorised development or under its supervision shall not (subject to sub-paragraph (4)), excuse the undertaker from liability under the provisions of this sub-paragraph (2) unless Northern Gas Networks fails to carry out and execute the works properly with the due care and attention and in a skilful and workmanlike manner or in a manner that does not accord with the approved plan.

(3) Northern Gas Networks must use its reasonable endeavours to mitigate in whole or in part, and to minimise any costs, expenses, loss, demands, penalties etc. capable of being claimed under sub-paragraph (1), If requested to do so by the undertaker, Northern Gas Networks 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 9 for claims reasonably incurred by Northern Gas Networks.

(4) Nothing in sub-paragraph (1) shall impose any liability on the undertaker with respect to—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of Northern Gas Networks, its officers, employees, servants, contractors or agents; or
- (b) any indirect or consequential loss or loss of profits by the statutory undertaker.

(5) Northern Gas Networks must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made without the consent of the undertaker (not to be unreasonably withheld or delayed) 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.

Enactments and agreements

10. Nothing in this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Northern Gas Networks in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

11. Where in consequence of the proposed construction of any of the works under this Schedule, the undertaker or Northern Gas Networks requires the removal of apparatus in accordance with the provisions of this Schedule, each party must use reasonable endeavours to co-ordinate the execution of such works in the interests of safety and the efficient and economic execution of such works, taking into account the absolute need to ensure the safe and efficient operation of Northern Gas Networks' undertaking and its apparatus.

Access

12. If in consequence of the powers granted under this Order, the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Northern Gas Networks to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

13. Any difference or dispute arising between the undertaker and Northern Gas Networks under this Schedule must, unless otherwise agreed in writing between the undertaker and Northern Gas Networks, be determined by arbitration in accordance with the article 46 (arbitration).

Works falling outside of development authorised by the Order

14.—(1) Nothing in this Schedule shall require the undertaker to carry out works or requires the undertaker to enable Northern Gas Networks to carry out works, that are not authorised by the Order.

(2) Northern Gas Networks must not request any alteration, diversion, protective work or any other work which is not authorised to be carried out under this Order (but for the avoidance of doubt, it may elect to carry out such works itself under any other planning permissions, permitted development rights or statutory powers (including those of compulsory acquisition) available to it).

Cathodic protection testing

15. Where in the reasonable opinion of either party—

- (a) the authorised development might interfere with the existing cathodic protection forming part of the apparatus; or
- (b) the apparatus might interfere with the proposed or existing cathodic protection forming part of the authorised development,

the parties shall co-operate in undertaking the tests which they consider reasonably necessary for ascertaining the nature and extent of such interference and measures for providing or preserving cathodic protection.

Issue 1 – inclusion of definition of “works”

1.1 This definition has been included by the Applicant to provide greater clarity around the undertaker’s activities that may affect NGN and its apparatus, which is beneficial to both parties. The definition proposed by the Applicant has precedent in paragraph 353 of Part 26 of Schedule 12 (NGN’s Protective Provisions) of the Net Zero Teesside Order 2024.

Issue 2 – changes to paragraph 4: Apparatus of statutory undertaker in stopped up streets

2.1 The Applicant proposes to remove NGN’s sub-paragraph that provides:

“Where any street is permanently stopped up under the relevant article of the Order (Article [10] (permanent stopping up of streets) of the Draft Order), if the Statutory undertaker has apparatus in such street or accesses it via such street then the Statutory undertaker shall be entitled to the same rights in respect of such apparatus in the stopped up street as it enjoyed immediately before the stopping up and the Undertaker will grant to the Statutory undertaker legal easements reasonably satisfactory to the Statutory undertaker in respect of such apparatus and access to it prior to the stopping up of any such street or highway.”

2.2 The Applicant proposes the removal of this on the basis that where exercising powers under the DCO to stop up streets where NGN’s apparatus is present, this would likely require moving NGN’s apparatus and thus it would be not be possible to provide NGN with the ‘same rights’ in respect of that apparatus, as the location of that apparatus would have moved. In this scenario, NGN would be sufficiently protected by the provisions on alternative apparatus, namely paragraph 6.

Issue 3 – removal of paragraph restricting compulsory acquisition powers of the undertaker

3.1 The controls in place in the Protective Provisions in respect of controlling impacts of works on NGN assets and operations ensures that impacts to its infrastructure are sufficiently able to be managed. With these measures in place, the Applicant ensures that there is no realistic prospect that the exercise of compulsory land powers would have a detrimental impact on NGN’s assets and operations. As such, the Applicant strongly refutes restrictions on the use of these powers as they would jeopardise the delivery of the authorised development. These powers are required to ensure the authorised development can be constructed, operated and maintained and also to ensure that the authorised development’s nationally significant public benefits can be realised, including supporting the Government’s policies in relation to the timely delivery of new generating capacity and achieving ambitious net zero targets. The Applicant considers that the balance lies clearly in favour of the grant of compulsory acquisition powers, taking into account the measures to avoid, minimise or mitigate the effects of such powers, and noting the substantial public benefits that it considers exist for the authorised development.

2.3 The Applicant also refers to the justification for compulsory acquisition powers that is outlined in the Statement of Reasons [CR1-013].

Issue 4 – provision of alternative apparatus

4.1 The Applicant’s preferred wording seeks to provide greater certainty as to the process of alternative apparatus being put in place and operational under these Protective Provisions. It goes further than the ‘reasonable endeavours’ wording proposed by NGN to ensure delays to the construction of the authorised development are minimised.

Issue 5 - provision of alternative apparatus

5.1 The Applicant’s insertion of this wording is precedent in paragraphs 37(2)(b) (National Gas Transmission PLC), 357(2)(b) (Northern Gas Networks Limited) of Parts 4 and 26 respectively of Schedule 12 of the Net Zero Teesside Order 2024. The Applicant’s proposed wording provides that

after agreed alternative apparatus has been provided or constructed, NGN must bring the alternative apparatus into operation and subsequently remove any apparatus required to be removed by the undertaker. This does not disbenefit NGN and provides certainty to both parties as the intention of both parties is that the alternative apparatus comes into operation and apparatus is removed where necessary, in order to facilitate operations of NGN and the Applicant. NGN's preferred scenario of not allowing for disputes to be resolved by arbitration is not acceptable as it would mean that the process of seeking to provide alternative apparatus could be delayed or ultimately cause implementation problems for the authorised development as a whole.

Issue 6 – removal of text on exercise of Northern Gas Network's compulsory purchase powers

6.1 Please see response at 3.1 above.

Issue 7 – facilities and rights for alternative apparatus / Issue 8 – facilities and rights for alternative apparatus

7.1 / 8.1 NGN has not provided justification for its proposed amendments which do not allow for disputes under these clauses to be resolved by arbitration, for the same reasons as given in paragraph 5.1. The Applicant's proposed wording is preceded in particular in paragraph 358(1) (Northern Gas Networks Limited) of Parts 26 respectively to Schedule 12 of the Net Zero Teesside Order 2024, as well as a number of other Protective Provisions in that order.

Issue 9 – protective works

9.1 The Applicant proposes "must" rather than "shall" in regard to the requirement of protective works carried out by the undertaker, which benefits both parties as it provides greater certainty on the carrying out of such works and also accords with best statutory drafting practice. This has precedence in paragraph 359(7) (Northern Gas Networks Limited) of Part 26 of Schedule 12 of the Net Zero Teesside Order 2024.

Issue 10 – time limit for submission of a new plan before commencing relevant works

10.1 NGN have suggested a time limit of 56 days without justification. The Applicant proposes a time limit of 28 days on the basis that this is a reasonable amount of time for NGN to consider a new plan while not jeopardising or delaying the Applicant in carrying out the authorised development – this is consistent with the position in the Net Zero Teesside Order 2024. The remainder of the controls in the Protective Provisions ensure sufficient safeguards.

Issue 11 – definition of "emergency"

11.1 NGN have suggested the application of the sub-paragraph (9) is to "emergency works" as defined in the New Roads and Street Works Act 1991, "*works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property*". The Applicant's proposal is that "emergency" is defined more broadly to also account for operational emergencies while still covering a situation where there is danger to persons or property.

Issue 12 – mitigation of costs by Northern Gas Networks

12.1 The Applicant proposes that the sub-paragraph on mitigation of costs payable by the undertaker to NGN are sufficiently clear to provide both parties with greater certainty and avoid disputes and in line with the legal principle of parties mitigating their losses. The proposed wording by NGN only covers "expenses" without further specific terms or definitions and where the indemnity could cover more than just expenses. The Applicant's proposed wording has precedent in paragraph 360(2) (Northern Gas Networks Limited) of Part 26 to Schedule 12 of the Net Zero Teesside Order 2024.

Issue 13– liability of the undertaker for additional expenses under paragraph 8

13.1 The Applicant argues that it is not reasonable for NGN to financially benefit from any improvement in alternative apparatus which arises from the Proposed Development, and so has added the words ‘better type’ as well as ‘greater capacity or greater dimensions’. This reflects basic contractual principles that the party subject to less should be returned to the status quo ante, prior to the replacement of apparatus..

Issue 14 – expenses payable to Northern Gas Networks under sub-paragraph (1)

14.1 The additional wording at the end of sub-paragraph (5) preferred by the undertaker, ensures that it is clear that the financial position being created by this paragraph relates to the impacts of the Proposed Development. The wording in sub-paragraph (6) arises to ensure consistency with the position with the standard Gas undertakers, as per Schedule 16 of the Draft DCO, and as is included in most made DCOs.

Issue 15 – changes to indemnity provisions

15.1 The Applicant’s proposed wording is precedented at paragraph 361 of Schedule 12 of the Net Zero Teesside Order 2024 (NGN’s provisions). The Applicant can see no reason why there should be a different approach with the Proposed Development.