

**PROTECTIVE PROVISIONS FOR THE PROTECTION OF NORTH  
TEES LIMITED, NORTH TEES LAND LIMITED, NORTH TEES  
LANDFILL SITES LIMITED AND NORTH TEES RAIL LIMITED**

1. For the protection of the NT Group (as defined below), the following provisions have effect, unless otherwise agreed in writing between the undertaker and the NT Group.

2. In this Schedule—

“NT Group” means NTL, NTLL, NTLSL and NTR;

“NTL” means North Tees Limited (company number 05378625) whose registered office is The Cube, Barrack Road, Newcastle upon Tyne, Tyne and Wear, NE4 6DB and any successor in title to it;

“NTLL” means North Tees Land Limited (company number 08301212) whose registered office is The Cube, Barrack Road, Newcastle upon Tyne, Tyne and Wear, NE4 6DB and any successor in title to it;

“NTLSL” means North Tees Landfill Sites Limited (company number 10197479) whose registered office is The Cube, Barrack Road, Newcastle upon Tyne, Tyne and Wear, NE4 6DB and any successor in title to it;

“NTR” means North Tees Rail Limited (company number 10664592) whose registered office is The Cube, Barrack Road, Newcastle upon Tyne, Tyne and Wear, NE4 6DB and any successor in title to it;

“operations” means, for each of NTL, NTLL, NTLSL and NTR, their respective freehold land within the Order limits; 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.—(1) Before commencing any part of the authorised development which would have an effect on the operations or access to any land owned by NTL, NTLL, NTLSL and NTR which is adjacent to the Order limits, the undertaker must submit to the NT Group the works details for the proposed works and such further particulars as the NT Group may, within 28 days from the day on which the works details are submitted under this paragraph, reasonably require.

(2) No works comprising any part of the authorised development which would have an effect on the operations or access to any land owned by NTL, NTLL, NTLSL and NTR which is adjacent to the Order limits are to be commenced until the works details in respect of those works submitted under sub-paragraph (1) have been approved by the NT Group.

(3) Any approval of the NT Group under sub-paragraph (2) must be given in respect of NTL, NTLL, NTLSL and NTR, must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as the NT Group may require to be made for them to have reasonable access with or without vehicles to the operations and any land owned by NTL, NTLL, NTLSL and NTR which is adjacent to the Order limits.

(4) The authorised development must be carried out in accordance with the works details approved under sub-paragraph (2) and any requirements imposed on the approval under sub-paragraph (3).

(5) Where there has been a reference to an arbitrator in accordance with article 46 (arbitration) 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 article 46.

### **Indemnity**

4.—(1) Subject to sub-paragraphs (2) and (3), if by direct reason or in direct consequence of the construction of any of the works referred to in paragraph 3, any damage is caused to the operations or access to any land owned by NTL, NTLL, NTLSL and NTR which is adjacent to the Order limits is obstructed, the undertaker must—

- (a) bear and pay the cost reasonably incurred by NTL, NTLL, NTLSL and NTR in making good any such damage; and
- (b) make reasonable compensation to NTL, NTLL, NTLSL and NTR for any other expenses, loss, damages, penalty or costs incurred by each of them, by direct reason or in direct 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 obstruction to the extent that it is attributable to the act, neglect or default of the NT Group, its officers, employees, servants, contractors or agents.

(3) Each of NTL, NTLL, NTLSL and NTR 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 consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Each of NTL, NTLL, NTLSL and NTR 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 4 applies.

(5) If requested to do so by the undertaker, NTL, NTLL, NTLSL and NTR 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 4 for claims reasonably incurred by NTL, NTLL, NTLSL and NTR.

### **Arbitration**

5. Any difference or dispute arising between the undertaker and the NT Group under this Schedule must, unless otherwise agreed in writing between the undertaker and the NT Group (acting together), be referred to and settled by arbitration in accordance with article 46 (arbitration).

### **Apparatus**

6. Where, in the exercise of powers conferred by the Order, the undertaker acquires any interest in land in which any apparatus owned by NTL, NTLL, NTLSL and NTR is placed and such apparatus is to be relocated, extended, removed or altered in any way, no relocation, extension, removal or alteration shall take place until NTL, NTLL, NTLSL and NTR (as the case may be) has approved contingency arrangements in order to conduct its operations, such approval not to be unreasonably withheld or delayed.

1. The Applicant incorporated Protective Provisions (PPs) for the benefit of North Tees Group in Schedule 41 of the draft DCO at deadline 7.
2. These PPs are substantively based on those that the Secretary of State for Energy Security and Net Zero determined to be appropriate for the benefit of North Tees Group in The Net Zero Teesside Order 2024, subject to some minor changes to update these in respect of the Proposed Development.
3. Having regard to the similar nature of the interactions with North Tees Group' land and operations of the Net Zero Teesside authorised development and the Proposed Development, the Applicant considers these to be appropriate PPs for the protection of North Tees Group in respect of the Proposed Development.
4. North Tees Group Limited made submissions (through their Agents, Deloitte LLP) regarding the appropriate form of PPs for North Tees Group Limited at Deadline 7.
5. North Tees Group expressed concern that the draft DCO did not contain PPs relating to the protection of the link line corridor that is operated by Sembcorp. It is noted that PPs have been incorporated in Schedule 42 of the draft DCO at Deadline 7A in this regard.
6. Submissions from North Tees Group noted that they consider protective provisions for the benefit of Sabic to be appropriate for the North Tees Group. The Applicant's position on this is set out at points 2 and 3 above. The Applicant notes that Sabic has a leasehold interest over part of the land owned by North Tees Group within the Order limits. Bespoke PPs are being separately negotiated with Sabic Petrochemicals UK Limited, the current iteration of which is contained within Schedule 34 of the draft DCO. Appropriate protections for Sabic will therefore be addressed in these PPs.