

**M25 J28 IMPROVEMENTS PROJECT (THE PROJECT)
 CADENT GAS LIMITED
 DEADLINE 8 RESPONSE 9 JUNE 2021**

1. INTRODUCTION

1.1 Cadent Gas Limited (**Cadent**) is a statutory undertaker for the purposes of the Planning Act 2008 (**PA 2008**) and is responding to the Examining Authority’s (**ExA**) Schedule of ExA’s recommended amendments to the Applicant’s draft DCO Version 6.

2. PROTECTIVE PROVISIONS IN THE DRAFT DCO

2.1 Cadent’s preferred form of protective provisions (the **Cadent PPs**) were appended (**Appendix 1**) to Cadent’s Deadline 5 submission. The Cadent PPs are the form of protective provisions that Cadent requests are included in the DCO and have been the subject of detailed submissions by Cadent throughout the examination of the Project.

2.2 Cadent has sought to engage with the Applicant to reach an agreed position on protective provisions across all schemes that it is promoting (subject to any scheme specific requirements), and negotiations are ongoing. Cadent remains committed to reaching an agreed position if possible and will continue to engage with the Applicant. It is hoped that this form of protective provisions can serve as the template between the two parties for future projects.

2.3 In respect of the Cadent PPs to be included in the draft DCO, Cadent agrees with the amendments that the ExA has requested that the Applicant make within the Schedule of ExA’s recommended amendments to the Applicant’s draft DCO Version 6.

2.4 Cadent’s position on the three outstanding issues, and the ExA’s recommendations, is set out below.

Provision	Change	Reasoning
<i>1. Consequential loss</i>		
Paragraph 11 Indemnity	Delete sub-paragraph 3(c) or as an alternative Cadent would be happy to accept the following the following amendment to sub-paragraph 3(c) to: “any indirect or consequential loss of any third party arising from any such damage or interruption, which is not reasonably	Cadent agrees with the ExA’s recommended change and Cadent’s position has been set out and justified in its submissions to the examination.

		foreseeable <u>at the commencement of the relevant works referred to in sub-paragraph (1) SAVE THAT the undertaker's indemnity under para. (1)(b) shall extend to any contractual liability Cadent has in respect of the indirect or consequential loss of a landowner in whose land apparatus is or, pursuant to the works will be, located</u>	
2. Betterment and deferral of benefit discount			
Paragraph 10 Expenses	Delete sub-paragraphs (2) to (5)		<p>Cadent agrees with the ExA's recommended change and Cadent's position has been set out and justified in its submissions to the examination.</p> <p>Cadent also requests that sub-paragraph 10(5) is deleted and that there is no offset for a deferral of renewal. The same principles that apply to sub-paragraphs 10(2) to (4) apply, and so sub-paragraph 10(5) should also be deleted.</p>
3. Expenses			
Paragraph 3	Delete sub-paragraph 3		Cadent agrees with the ExA's recommended change and Cadent's position has been set out and justified in its submissions to the examination.

2.5 Cadent reserves the right to respond to the Applicant's submissions.

CMS CAMERON MCKENNA NABARRO OLSWANG LLP

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