

From: [REDACTED]
To: [Net Zero Teesside Project](#)
Cc: beisip@gov.uk; [REDACTED]
Subject: The Net Zero Teesside Project EN010103 - Redcar Bulk Terminal Limited [DWFLLP-Active.FID4194309]
Attachments: [REDACTED]

Dear Sirs

**The Net Zero Teesside Project (EN010103) ("the Project")
Redcar Bulk Terminal Limited ("RBT")**

Please find attached objection withdrawal letter sent on behalf of RBT together with a Statement of Common Ground agreed between RBT and the Applicant.

Kind regards,

John Webster Partner
UK Planning and Compulsory Purchase

M [REDACTED]

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Secretary of State for Business, Energy and Industrial
Strategy
1 Victoria Street
London
SW1H 0ET
United Kingdom

Your Ref: Net Zero Teesside Project (EN010103)

Date: 26 January 2022

Please ask for: John Webster

Direct Dial:

E-mail:

By email
netzeroteessideproject@planninginspectorate.gov.uk &
beisip@gov.uk

Dear Sir

The Net Zero Teesside Project (EN010103) ("the Project")

We are instructed on behalf of Redcar Bulk Terminal Limited ("RBT"), who were an Interested Party to the Examination of the Project.

We write to inform the Secretary of State that RBT has completed a legal agreement post the end of the Examination with the Project's Promoter, Net Zero Teesside Power Limited and Net Zero North Sea Storage Limited (together "NZT"), and their parent company, BP Exploration Operating Company Limited.

As a result of this agreement, RBT now withdraws its objections to the Project as made within its submissions to the Examination under references [RR-001]; [AS-041]; [REP1-026]; [REP1-054]; [REP2-095]; [REP2-096]; [REP3-028]; [REP4-042]; [REP5-040]; [REP9-034]; [REP11-039]; [REP12-139] & [REP13-031].

Attached to this submission is an agreed Statement of Common Ground, prepared by both RBT and NZT which explains the position between the parties. This includes a set of Protective Provisions for the benefit of RBT which have been agreed between RBT and NZT. We would ask that these agreed Protective Provisions are incorporated within the Development Consent Order for this Project.

Yours faithfully


DWF LLP

Net Zero Teesside Project

Planning Inspectorate Reference: EN010103

Land at and in the vicinity of the former Redcar Steel Works site, Redcar and in Stockton-on-Tees, Teesside

The Net Zero Teesside Order

Document Reference: 8.24 – Statement of Common Ground with Redcar Bulk Terminal Ltd



Applicants: Net Zero Teesside Power Limited ('NZN Power Ltd') & Net Zero North Sea Storage Limited ('NZNS Storage Ltd')

Date: 26th January 2023

GLOSSARY

Abbreviation	Description
Applicants	Together NZT Power and NZNS Storage
BP	BP Exploration Operating Company Limited currently the parent company of the Applicants
NZT Power	Net Zero Teesside Power Limited
NZNS Storage	Net Zero North Sea Storage Limited
PCC	Power, Capture & Compression
RBT	Redcar Bulk Terminal Limited
RORO	Roll On Roll Off
STDC	South Tees Development Corporation (Landlord of the main NZT site)

Principles & Background

- 1.1.1 This SoCG (Document Ref. 8.24) has been prepared by Net Zero Teesside Power Limited and Net Zero North Sea Storage Limited (the 'Applicants') in conjunction with Redcar Bulk Terminal Limited ('RBT'). It relates to the application (the 'Application') for a Development Consent Order ('DCO'), that is being submitted to the Secretary of State for Business, Energy and Industrial Strategy (the 'SoS'), under section 37 of the Planning Act 2008 ('PA 2008').
- 1.1.2 This SoCG sets out the matters of agreement between the Applicants and RBT.

Redcar Bulk Terminal Limited Interests

- 1.1.3 RBT's operations take place over Plots included within the Order limits for the Project. These include:
- i. Plot 222, being a section of RBT's terminal quay; and
 - ii. Plot 223 being the access corridor through and to the Terminal's storage areas and to the terminal quay (the access corridor also known as "Red Main").

These Plots are within RBT's terminal operational area.

- 1.1.4 RBT holds interests within further Plots which will be impacted by the Order which are outside of RBT's operational area. These Plots are identified by NZT's land requirements as follows:
- i. Permanent: 323, 327, 339, 341, 346, 361, 364, 369, 375, 380, 385, 389, 390, 391, 392, 394, 396, 398, 399, 400, 402, 403, 404, 406, 407, 410, 411, 414, 415, 422, 424, 429, 447, 449, 450, 451, 452, 454, 455, 456 & 457;
 - ii. Temporary: 287, 300, 338, 381, 289, 290, 291, 292, 293, 295, 297, 298, 299, 300, 304, 308, 309, 334, 335, 336, 337, 338, 342;
 - iii. New Rights and Temporary: 395, 397, 401, 420, 439, 377, 395, 408, 409, 425, 461, 462, 464, 478, 516, 517, 518, 519, 520.

RBT's interests within these Plots include road and rail accesses, utility cables, pipelines and communications cables.

- 1.1.5 With respect to Plot 288 (being part of RBT's rail loading station and road and rail access) the Applicants made a formal change request to PINS in April 2022. Following acceptance of this change request Plot 288 has been removed from the Order limits.
- 1.1.6 The Applicants have secured an agreement with RBT to allow for the import of large, out of gauge modules (that cannot be transported by other access routes in the Teesside region due to their size) across the quayside for onward transport to the Applicants main site at STDC.
- 1.1.7 This agreement provides for provision of these services, and at the same time to protect RBT's ongoing operational commitments to their contracted customers and that of any future customers.

Matters Agreed

- 1.1.8 This section sets out the matters agreed between the parties.
- 1.1.9 RBT does not object to the principle of the underlying Project in terms of the benefits it seeks to deliver to Teesside and region beyond.
- 1.1.10 RBT withdraws its objections made within its submissions to the Examination under references [RR-001]; [AS-041]; [REP1-026]; [REP1-054]; [REP2-095]; [REP2-096]; [REP3-028]; [REP4-042]; [REP5-040]; [REP9-034]; [REP11-039]; [REP12-139] & [REP13-031].
- 1.1.11 RBT is satisfied that the Protective Provisions, set out in the Schedule to this SoCG, together with the completed Side Agreement between RBT and the Applicants will be sufficient to protect RBT's ongoing operations and those of its customers, lessees and licensees.

Side Agreement

- 1.1.12 RBT had been concerned that the Proposed Development would detrimentally impact upon RBT's ongoing operations and those of its customers, lessees and licensees, if the Compulsory Acquisition and Temporary Possession powers sought were granted within the DCO over the Plots in which RBT holds an interest. Therefore, agreement has been reached between RBT, BP and the Applicants regarding commercial terms to use RBT's facility for the unloading of equipment, prefabricated production modules and/or material during the construction phase of the Project and in respect of the non-interference with RBT's rights over land within and outside of the Terminal.
- 1.1.13 In June 2022, the parties reached agreement in principle with respect to the Applicants' proposed use of the RBT facilities. This agreement in principle was detailed in a mutually agreed set of Heads of Terms. The Side Agreement incorporates these Heads of Terms.
- 1.1.14 Parties have therefore worked together to put into place a legal agreement between the Applicants, BP and RBT to reflect the commercial agreement recorded in the Heads of Terms for the use of RBT's facilities and to regulate the use of Compulsory Acquisition and Temporary Possession powers sought by the Applicants (collectively referred to as the "Side Agreement").

RORO procedure

- 1.1.15 The Side Agreement provides for a Roll on – Roll off (RORO) procedure (as an alternative to the crane arrangements proposed in the DCO) for unloading equipment, prefabricated production modules, materials (including oversized loads) from the Applicants vessels when berthed at the Terminal. The Applicants and RBT recognise the Roll On / Roll Off delivery method as the base case which will be delivered in preference to the crane.

DCO including Relevant Protective Provisions

- 1.1.16 Protective Provisions are in a form agreed between the Applicants and RBT and submitted to the Examining Authority at Deadline 13 [REP13-031]. The agreed Protective Provisions are set out in the Schedule to this SoCG.

Impact on Existing and Future Operations

- 1.1.17 RBT anticipates that the demand for its services will continue to grow during the period of time which the construction phase of the Proposed Development is underway, to move close to full capacity.

1.1.18 RBT has been satisfied, through the completed Side Agreement and agreed Protective Provisions that its ongoing and future operations and contracted customers should not be disrupted by the Applicants' actions.

SCHEDULE
Agreed Protective Provisions

PART 15

FOR THE PROTECTION OF REDCAR BULK TERMINAL LIMITED

171. For the protection of RBT, the following provisions have effect, unless otherwise agreed in writing between the undertaker and RBT.

172. In this Part of this Schedule—

“apparatus” means any mains, pipes, cables or other apparatus within the Order limits which provide water, electricity or electronic communications to the RBT operations together with any replacement of that apparatus pursuant to the Order;

“alternative access” means appropriate alternative road or rail access which enables RBT to access the RBT operations and RBT site in a manner no less efficiently than previously by means of RBT’s existing road or rail accesses;

“alternative apparatus” means appropriate alternative apparatus which enables water, electricity and electronic communications supply to be provided to the RBT operations in a manner no less efficiently than previously by existing apparatus;

“offloading procedure” means the procedure whereby the undertaker, its employees, contractors or sub-contractors are offloading materials, plant or machinery required for the authorised development at the wharf within the RBT site, such procedure to commence when the undertaker, its employees, contractors or sub-contractors have commenced docking the relevant vessel at the wharf for the purposes of such offloading;

“RBT” means Redcar Bulk Terminal Limited (Company number 07402297) and any successor in title or function to the RBT operations;

“the RBT operations” means the port business and other operations of RBT carried out upon the RBT site;

“the RBT site” means land and property within the Order limits, vested in RBT

“works details” means—

(a) plans and sections;

(b) details of the proposed method of working, management measures and locations on the RBT site;

(c) details of the timing of execution of works and any interference this may cause to the RBT operations;

(d) details of any management measures (including details of access routes for vehicles to undertake) that will be put in place to ensure that road and rail traffic is still able to access the RBT operations and the RBT site (unless it would be unsafe to do so in which case such details must provide details of how alternative access is to be provided);

(e) details of lifting and scheduling activities on the RBT site, including the programming and access requirements for any offloading procedures; and

(f) any further particulars provided in response to a request under paragraph 177.

Regulation of powers

173. The undertaker must not exercise the powers granted under this Order so as to hinder or prevent the RBT operations, or access to the RBT site without the prior written consent of RBT.

174. Any approval of RBT required under paragraph 173 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as RBT may require to be made for—

(a) the continuing safety and operational viability of the RBT operations

(b) the avoidance of commercial losses to the RBT operations;

and

(c) the requirement for RBT to have reasonable access to the RBT operations and the RBT site at all times.

175. Without limiting paragraph 174, it is not reasonable for RBT to give approval pursuant to paragraph 174 subject to requirements which restrict or interfere with the undertaker's access to the RBT site during an offloading procedure.

Interference with Apparatus and Access

176. (1) If, in the exercise of the powers conferred by this Order, the undertaker requires that apparatus is removed, interrupted, severed or disconnected, that apparatus must not be removed, interrupted, severed or disconnected until details of the alternative apparatus have been approved by RBT and the alternative apparatus has been constructed at the undertaker's cost and is in operation to the satisfaction of RBT.

(2) The undertaker must ensure that RBT shall hold the same facilities and rights that it holds for the apparatus in respect of the alternative apparatus.

(3) Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 13 (temporary stopping up of streets, public rights of way and access land), the undertaker shall ensure that the party responsible for any apparatus is at liberty at all times to take all necessary access across any such 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 prohibition or restriction was in that street.

(4) The provisions of this paragraph do not apply to apparatus in respect of which the relations between the undertaker and the party responsible for the apparatus in question are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

(5) If the undertaker uses its powers under the Order to temporarily extinguish or permanently acquire any right of road or rail access which RBT benefits from the undertaker must provide at its own cost an alternative access prior to the extinguishment or acquisition of that right of access and ensure that RBT shall hold the equivalent rights for that access in respect of an alternative access.

Consent under this Part

177. Before commencing—

(a) any part of the authorised development which would have an effect on the RBT operations or access to them; or

(b) any activities on or to the RBT site,

the undertaker must submit to RBT the works details for the proposed works or activities and such further particulars as RBT may, not less than 28 days from the day on which the works details are submitted under this paragraph, reasonably require.

178. No—

(a) works comprising any part of the authorised development which would have an effect on the RBT operations or access to them; or

(b) activities on the RBT site, are to be commenced until the works details in respect of those works or activities submitted under paragraph 177 have been approved by RBT.

179. Any approval of RBT required under paragraph 178 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as RBT may require to be made for—

(a) the continuing safety and operational viability of the RBT operations

(b) the avoidance of commercial losses to the RBT operations;

and

(c) the requirement for RBT to have reasonable access to the RBT site at all times.

180. Without limiting paragraph 179, it is not reasonable for RBT to give approval pursuant to paragraph 179 subject to requirements which restrict or interfere with the undertaker's access to the wharf and roadways within the RBT site during an offloading procedure.

181.—

(1) The authorised development and activities on the wharf and roadways within the RBT site must be carried out in accordance with the works details approved under paragraph 178 and any requirements imposed on the approval under paragraph 179.

(2) Where there has been a reference to an arbitrator in accordance with paragraph 185 and the arbitrator gives approval for the works details, the authorised development and activities on the wharf and roadways within the RBT site must be carried out in accordance with the approval and conditions contained in the decision of the arbitrator under paragraph 185.

Co-operation

182. Insofar as the construction of any part of the authorised development or activities on the wharf and roadways within the RBT site, and the operation or maintenance of the RBT operations or access to them would have an effect on each other, the undertaker and RBT must—

(a) co-operate with each other with a view to ensuring—

(i) the co-ordination of activities and programming to allow the authorised development, the undertaker's activities on the wharf and the roadways within the RBT site (including offloading procedures) and the RBT operations to continue;

(ii) that reasonable access for the purposes of constructing the authorised development and the undertaker's activities on the wharf and the roadways within the RBT site (including offloading procedures) is maintained for the undertaker, its employees, contractors and sub-contractors; and

(iii) that operation of the RBT operations and access to the RBT site is maintained for RBT at all times; and

(b) use reasonable endeavours to avoid any conflict arising from the carrying out of the RBT operations, the construction of the authorised development and the undertaker's activities on the wharf and roadways within the RBT site (including offloading procedures).

183. The undertaker must pay to RBT—

(a) a cost agreed with RBT for the daily use of the RBT site and RBT services in consequence of the construction of any works referred to in paragraph 177 and use of the RBT site by the undertaker; and

(b) the reasonable costs and expenses incurred by RBT in connection with the approval of plans, inspection and approval of any works details.

Indemnity

184.—(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 177 or by the use of the RBT site by the undertaker any damage is caused to the RBT site (including the wharf, roadways, any RBT buildings, plant or machinery on the RBT site) or to the RBT operations, or there is any interruption in any service provided, or in the provision by RBT or denial of any services, or in any loss of service from apparatus that is affected by the authorised development the undertaker must—

(a) bear and pay the cost reasonably incurred by RBT in making good such damage or restoring the provision by RBT of any services; and

(b) make compensation to RBT for any other expenses, loss, damages, penalty or costs reasonably incurred by RBT (including, without limitation, all costs for the repair or replacement necessitated by physical damage), by reason or in consequence of any such damage or interruption or denial of any service provided by RBT.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of RBT, its officers, employees, servants, contractors or agents.

(3) RBT must give the undertaker reasonable notice of any claim or demand that has been made against it in respect of the matters in sub-paragraph (1)(a) and (b) and no settlement or compromise of such a claim is to be made without the consent of the undertaker such consent not to be unreasonably withheld.

(4) RBT must use its 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 184 applies. If requested to do so by the undertaker, RBT must provide a reasonable 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 184 for claims reasonably incurred by RBT.

Arbitration

185. Any difference or dispute arising between the undertaker and RBT under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and RBT, be referred to and settled by arbitration in accordance with article 47 (arbitration).